

**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

**This is Exhibit "N" 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.

STATEMENT OF CLAIM

FILED JUL 28 2023

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**

BETWEEN:

SYED GHAZANFAR BOKHARI,

Plaintiff,

— and —

DARCY SHAVER,

Defendant.

STATEMENT OF CLAIM

TO THE DEFENDANT

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

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

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

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

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750 for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding

dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$750 for costs and have the costs assessed by the court.

July 28, 2023

Issued by _____

A. AITKENHEAD
DEPUTY REGISTRAR
Deputy Registrar
COURT OF KING'S BENCH
FOR MANITOBA

JUL 28 2023

Court of King's Bench
Law Courts Building
Main - 408 York Avenue
Winnipeg, MB R3C 0P9

TO: Darcy Shaver
87 Lakeshore Road
Winnipeg, MB R3T 4A6

CLAIM

1. The Plaintiff claims against the Defendant:

- (a) an Order for specific performance of the Bare Trust and Agency Agreement, as that term is defined herein;
- (b) interim, interlocutory and permanent injunctive relief compelling the Defendant to immediately transfer legal title to the Shares (as defined herein) to the Plaintiff;
- (c) special damages in an amount to be proven at the trial of this action;
- (d) punitive damages;
- (e) pre- and post- judgement interest in accordance with *The Court of King's Bench Act*, C.C.S.M. c. C280;
- (f) costs on a solicitor and own client basis; and

- (g) such further and other relief as counsel may advise and this Honourable Court may permit.

The Parties

2. The Plaintiff, Syed Ghazanfar Bokhari ("Bokhari"), is an individual residing in Winnipeg, Manitoba, and is a director and the president of Bokhari Development Inc. ("BDI"), as well as the beneficial owner of all outstanding shares of BDI (the "Shares") pursuant to the Bare Trust and Agency Agreement (as that term is defined herein).

3. The Defendant, Darcy Shaver ("Shaver"), is an individual residing in Winnipeg, Manitoba and is a director and is the secretary of BDI, as well as the registered owner as bare trustee of all of the Shares of BDI pursuant to the Bare Trust and Agency Agreement.

Background

4. BDI is a corporation incorporated pursuant to the laws of Manitoba and carries on business as a residential property developer across Manitoba.

5. BDI has three directors and officers: Bokhari, Shaver and Mohammed Bukhari ("Mohammad"). Mohammad is also the vice-president of BDI.

6. On or about February 1, 2021, Bokhari and Shaver entered into a bare trust and agency agreement (the "Bare Trust and Agency Agreement"), the material express terms of which include, but were not limited to, the following:

1. Appointment. The Owner hereby appoints the Nominee as its nominee, agent and bare trustee to hold legal title to the Shares, and any other Shares in respect of which the Nominee has acquired or may in the future acquire, in trust for and on behalf of the Owner in accordance with this Agreement, with full power to manage and deal with the Shares and execute any instrument, document or encumbrance in respect of the Shares for the sole benefit and account of the Owner, all at the written direction of the Owner as principal and beneficial owner and strictly in accordance with

this Agreement, and the Nominee hereby accepts such appointment, For greater certainty, "written direction" includes letter, note and email forms.

2. Nominee's Agreements. The Nominee hereby acknowledges and agrees that:

(a) the Nominee has acquired or will acquire and will hold the legal title to the Shares as nominee, agent and bare trustee for the sole benefit and account of the Owner as principal and beneficial owner and the Nominee will have no equitable or beneficial interest therein, and the equitable and beneficial interest in the Shares will be vested solely and exclusively in the Owner;

...

(c) any benefit, interest, profit or advantage arising out of or accruing from the Shares is and will continue to be a benefit, interest, profit or advantage of the Owner is and will continue to be a benefit, interest, profit or advantage of the Owner and if received by the Nominee will be received and held by the Nominee for the sole use, benefit and advantage of the Owner and the Nominee will account to the Owner for any money or other consideration paid to or to the order of the Nominee in connection with the Shares as directed in writing by the Owner, and the Nominee will, at any time during the term of this Agreement and within the six month period following the termination of this Agreement and within the six month period following the termination of this Agreement upon the request of the Owner, deliver to the Owner a reasonably detailed written accounting of all amounts received and disbursed by the Nominee in respect of the Shares, certified by an officer of the Nominee to be true, complete and correct;

(d) the Nominee will, upon the written direction of the Owner, deal with the Shares and do all acts and things in respect of the Shares at the expense of and as directed by the Owner from time to time and will assign, transfer, convey, mortgage, pledge, charge or otherwise deal with the Shares or any portion thereof at any time and from time to time in such manner as the Owner may determine, to the extent permitted under all relevant laws; without limiting the generality of the foregoing, the Nominee will transfer legal title to the Shares to or as directed by the Owner forthwith upon the written demand of the Owner;

(e) the Nominee will, upon and in accordance with the written direction of the Owner, act as the agent of the Owner, as undisclosed principal, in respect of any matter relating to the Shares or the performance or observance of any contract or agreement relating to the Shares;

(f) acting under this Agreement at the written direction of the Owner, the Nominee will have the full right and power to execute and deliver, under seal or otherwise, any transfer, deed, statement of adjustments, license, restrictive covenant, release or other instrument or document pertaining to

the Shares without delivering proof to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Corporations Office or of any Personal Shares Registry) of its authority to do so and any person may act in reliance on any such instrument or document and for all purposes any such instrument or document will be binding on the Owner;

(g) acting under this Agreement at the written direction of the Owner, the Nominee will have the full right and power to borrow money from time to time and to covenant to repay money borrowed by the Owner either alone or with others from time to time and to secure the repayment of any and all indebtedness and liabilities with respect to any amounts so borrowed by the grant of any charge or encumbrance (both fixed and floating) on, or security interest in, the Shares or any part thereof, by way of debenture, mortgage, assignment of sale proceeds, security agreement or other instrument or document without delivering proof to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Corporations Office or of any Personal Shares Registry) of its authority to do so and any person may act in reliance on any such instrument or document and for all purposes any such instrument or document will be binding on the Owner;

(h) the Nominee will not deal with the Shares in any way or execute any instrument, document or encumbrance in respect of the Shares without the prior consent or written direction of the Owner; and

(i) the Nominee will notify the Owner forthwith upon receipt by the Nominee of notice of any matter or thing in respect of the Shares or any portion thereof, including, without limitation, in respect of any tax, lien, charge or encumbrance in respect of the Shares.

3. Reimbursement of Expenses. Any payments or disbursements made by the Nominee in respect of the Shares in accordance with this Agreement will be made as the agent of and for the account of the Owner, as principal, and the Owner will reimburse the Nominee for any amount reasonably and properly expended by the Nominee in connection with the Shares with the consent or written direction of the Owner. The Nominee will not be entitled to any remuneration or any revenue or profit in respect of the Shares for acting as nominee, agent and bare trustee under this Agreement.

...

6. Waiver of Indemnity. The Nominee, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by the Owner (the receipt and sufficiency of which is hereby acknowledged), hereby waives and releases any right of indemnification to which the Nominee may now or at any time in future have or be entitled to from the Owner.

7. Notices. Any notice given pursuant to or in connection with this Agreement will be in writing and delivered personally to the party for whom it is intended to be addressed at the address of such party last known to the other party.

8. Further Assurances. The Nominee will perform all such other acts and things and execute all such other documents as are necessary or desirable in the reasonable opinion of the Owner to evidence or carry out the terms or intent of this Agreement.

...

11. No Waiver. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

...

7. Pursuant to the Defendant's acquisition of the legal title to the Shares pursuant to the Bare Trust and Agency Agreement, he was required to, among other things:

- (a) oversee the development projects being worked on by BDI;
- (b) communicate with lenders, contractors and sub-contractors as needed to ensure progress is being made on any projects worked on by BDI;
- (c) ensure timely payments are being made as required; and
- (d) ensure that BDI's projects are proceeding on schedule.

8. BDI is the owner of two major residential development projects: one located at 1801-1825 Park Drive in Portage La Prairie, Manitoba (the "Portage Project", also known

as "Tahir Residences" project); and the other located in Selkirk, Manitoba (the "Selkirk Project").

9. The general contractor on the Portage Project is Gateway Projects. Several sub-trades are also contracted to work on the Portage Project.

10. As of the end of June 2023, construction on the Portage Project was approximately 60% complete, while construction of the Selkirk Project had not yet commenced.

11. Further by the end of June 2023, the Defendant began to intentionally frustrate, hinder and obstruct the progress of the Portage Project by, among other things:

- (a) failing to advance funds to the general and sub-contractors working on site, such that they were not being paid and resulting in several claims for builders' liens being registered against the Portage Project;
- (b) failing to make payments to lenders as required;
- (c) refusing to communicate with the Plaintiff, lenders, contractors and subcontractors working on the Portage Project; and
- (d) indicating to third parties that he intended to "bankrupt" BDI, even if it caused significant harm to his own interests in the process.

12. The Defendant's non-payment of the contractor and sub-contractors on site has caused them to walk away from the project until payment is made. As a result, progress on the Portage Development has been stalled for weeks, pushing the originally contemplated completion date from September 2023 into, at the earliest, January 2024.

13. Furthermore, the Portage Project development site has now been left in a state of vacancy, posing a significant risk of vandalism and fire. The City of Portage La Prairie,

Manitoba has been in contact with BDI personnel expressing their concern with respect to the risk of fire and consequential risk to life and safety.

14. The Plaintiff therefore says that such the Defendant's conduct has made his continued legal ownership of the Shares untenable.

15. Accordingly, on July 13, 2023, the Defendant was served with written notice to return legal title to the Shares to the Plaintiff, pursuant to s. 2(d) of the Bare Trust and Agency Agreement (the "Notice").

16. The Notice required the Defendant to immediately return the Shares to the Plaintiff, to confirm in writing within 48 hours that the Shares would be returned to the Plaintiff, and to provide a "detailed timeline for the transfer of the legal title to the Shares" to the Plaintiff.

17. The Notice was served on the Defendant in the following manner:

- (a) by email dated July 13, 2023 with a copy to his legal counsel, from the Plaintiff's sister, Rana Bokhari, who is a solicitor entitled to practice in Manitoba, and who has been one of several lawyers assisting the Plaintiff in this matter;
- (b) counsel for the Defendant emailed an acknowledgement of receipt of the Notice from Ms. Bokhari on July 14, 2023, Defendant's counsel requested that the Notice be delivered by the Plaintiff's litigation counsel in order to "properly acknowledge" said Notice, advised that the Bare Trust and Agency Agreement did not provide a "time frame for response on said demand", requested "proper notice from representation" and advised that he "believe(d) our client will act in accordance with the duties outlined in the (Bare Trust and Agency Agreement)";
- (c) subsequently on July 14, 2023, the Plaintiff's litigation counsel served the Notice on counsel for the Defendant via email, as requested; and

- (d) on July 17, 2023, counsel for the Defendant acknowledged receipt of the Notice sent by the Plaintiff's litigation counsel on July 14, 2023, and advised that the Defendant would "take steps to facilitate" the transfer of the Shares pursuant to the Notice.

18. On July 24, 2023, counsel for the Defendant advised that they had been "provided some other documents recently that gives (them) pause to have (the Defendant) execute" the transfer of the Shares to the Plaintiff pursuant to the Bare Trust and Agency Agreement as required by the Notice.

19. On July 25, 2023, litigation counsel for the Plaintiff advised counsel for the Defendant that unless the necessary documentation was executed by the Defendant to effect the Share transfer, the Plaintiff would seek a mandatory injunction compelling him to do so, along with costs on a solicitor-client basis.

20. Notwithstanding the above, the Defendant has failed and/or refused, and continues to fail and/or refuse to transfer the Shares to the Plaintiff, in breach of the Bare Trust and Agency Agreement, cause substantial and irreparable harm to the Plaintiff.

Remedies Sought

21. The Plaintiff says that the Defendants conduct as particularized herein has caused him, and continues to cause him, loss and damage for which the Plaintiff claims entitlement to damages. As the scope of the harm caused by the Defendant is presently unknown, the Plaintiff will particularize his damages at the trial of this action.

22. The Plaintiff says that the deliberate unlawful conduct of the Defendant, in flagrant breach of the Bare Trust and Agency Agreement and of his fiduciary duty as trustee of the Shares, deserves rebuke by this Honourable Court for which the Plaintiff claims entitlement to punitive damages.

23. The interim, interlocutory and permanent injunctive relief requested by the Plaintiff is intended to prevent further delay and disruption to the Portage Development caused by the actions of the Defendant.

24. Unless enjoined by this Honourable Court, the Defendant has and will continue to carry on his unlawful conduct to the detriment of the Plaintiff, BDI and numerous contractors and subcontractors that have worked on the Portage Development.

25. The wrongful conduct of the Defendant will cause ongoing irreparable harm to the Plaintiff, including loss and damage to his business and business relationships, including injury to reputation and goodwill.

26. The Plaintiff pleads and relies upon s. 55 of *The Court of King's Bench Act*, C.C.S.M. c. C280.

27. The Plaintiff therefore claims entitlement to the relief set out in paragraph 1 herein.

July 28, 2023

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

Dave Hill / Ryan Nerbas
Lawyers for the Plaintiff

JUL 28 2023

**This is Exhibit "O" 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**

**THE KING'S BENCH
Winnipeg Centre**

BETWEEN:

SYED GHAZANFAR BOKHARI,

Plaintiff,

– and –

DARCY SHAVER,

Defendant.

**AFFIDAVIT OF SYED GHAZANFAR BOKHARI
SWORN: August 7, 2023**

FILED AUG 08 2023

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**

BETWEEN:

SYED GHAZANFAR BOKHARI,

Plaintiff,

– and –

DARCY SHAVER,

Defendant.

AFFIDAVIT OF SYED GHAZANFAR BOKHARI

I, Syed Ghazanfar Bokhari, of the City of Winnipeg, in the Province of Manitoba,

MAKE OATH AND SAY THAT:

1. I am the Plaintiff herein and have personal knowledge of the facts hereinafter deposed to by me except where same are stated to be based upon information and belief, in which case I do verily believe same to be true.

2. I am a director and am the President of Bokhari Development Inc. ("BDI"). The remaining officers and directors of BDI are as follows:

(a) Mohammed Bokhari: director and vice-president; and

- (b) Darcy Shaver (the “Defendant”): director and secretary.

Attached hereto and marked as **Exhibit “A”** to my Affidavit is the Manitoba Companies Office file summary for BDI as of July 26, 2023.

3. On or about February 1, 2021, the Defendant and I executed a document called a Declaration of Bare Trust and Agency Agreement (the “Bare Trust and Agency Agreement”), whereby I agreed to register 100 Class A Common Shares of BDI (the “Shares”) in the name of the Defendant, who agreed to hold legal title to the Shares as nominee, agent and bare trustee for my sole benefit as principal and beneficial owner. Attached hereto and marked as **Exhibit “B”** to my Affidavit is a copy of the Bare Trust and Agency Agreement.

4. Pursuant to the Bare Trust and Agency Agreement, the Defendant agreed, among other things, to:

- (a) Manage and deal with the Shares and execute any instrument, document or encumbrance in respect of the Shares for my sole benefit and account;
- (b) Act as my agent in respect of any matter relating to the Shares or the performance or observance of any contract or agreement relating to the Shares; and
- (c) Transfer legal title to the Shares to or as directed by me, forthwith, upon my written demand.

The Portage Project

5. BDI is the developer of a residential building project with over 200 residential units under construction, located at 1801-1825 Park Drive in Portage La Prairie, Manitoba (the "Portage Project"). The Portage Project is intended to be an affordable housing complex which will be known as the Tahir Residences.

6. In June 2021, BDI entered into a loan agreement in the amount of \$32,815,800.00 with Peoples Trust Company ("Peoples") in connection with the Portage Property. As a term of this agreement, the Defendant provided Peoples with a guarantee of that indebtedness and of BDI's obligations to Peoples.

7. The lender for the Portage Project is the Canada Mortgage and Housing Corporation (the "Lender").

8. One of the Lender's requirements to provide funding for the Portage Project was for the representative of BDI to have sufficient credit and net worth. The Defendant met those requirements, and this was the primary reason that he was transferred the Shares pursuant to the Bare Trust and Agency Agreement.

9. Construction on the Portage Project began in October 2021 and is at this time approximately 60% complete.

10. The general contractor for the Portage Project is 6332189 Manitoba Ltd., a company that operates under the firm name Gateway Projects (“Gateway”).

11. In addition to Gateway, a number of sub-contractors have performed and will perform various aspects of the work required to complete the Portage Project (collectively, the “Subcontractors”).

12. BDI is also the developer of a residential building project in Selkirk, Manitoba. Construction has yet to begin on this project.

13. Pursuant to the Bare Trust and Agency Agreement, the Defendant has signing authority with respect to confirming payment to Gateway (and consequently, to the Subcontractors), the Lender, and any other necessary payee.

14. Construction on the Portage Project initially proceeded without issue.

15. On or about June 1, 2023, the Defendant unilaterally decided that the was going to withhold payment from Gateway and consequently from the Subcontractors. After being so informed, all work on the Portage Project ceased and the workers left the site.

16. On June 26, 2023, Gateway wrote to the Defendant and I and several other individuals in which they expressed their “disappointment” about not receiving payment, describing the impact that this failure had and outlined in detail his numerous concerns about the lack of progress on the Portage Project. The Defendant responded to Gateway stating that he was “not even going to

respond any further to” their emails until he had his “money returned.” Attached hereto and marked as **Exhibit “C”** to my Affidavit is a copy of this email exchange.

17. On July 7, 2023, Gateway registered a claim for lien against the Portage Project pursuant to *The Builders’ Liens Act* in the amount of \$2,573,550.00. Attached hereto and marked as **Exhibit “D”** to my Affidavit is a copy of this lien.

18. Other subcontractors have since followed suit in filing claims for builders’ liens against the Portage Project due to non-payment.

19. On July 12, 2023, the owner of Gateway sent an email to which I was copied, wherein he explained the impact of the Defendant’s conduct on the Portage Project, on Gateway and on the other Subcontractors. Attached hereto and marked as **Exhibit “E”** to my Affidavit is a copy of this email.

20. The Defendants actions were also causing the Lender to become concerned about the status of the project. Attached hereto and marked as **Exhibit “F”** to my Affidavit is a copy of correspondence between Mr. Durand and Mr. Silverstein and others to which I was copied from June 29 – July 13, 2023.

21. On July 13, 2023, Mr. Silverstein forwarded to me various correspondence he had exchanged with the Defendant in June and July 2023 in which the Defendant, among other things:

- (a) expressed his purported concerns about aspects of the Portage Project; and
- (b) expressed frustration that there were attempts to contact him while he travelled out of cell phone coverage for an extended period of time. Attached and marked as **Exhibit "G"** to my Affidavit are copies of this additional correspondence that was forwarded to me by Mr. Silverstein on July 13, 2023.

22. As of the end of June 2023, all work on the Portage Project has ceased due to the Defendant's refusal to approve payments, draws and work on the project; including, but not limited to: mortgage and insurance payments, payments to Gateway and Subcontractors, and management fees.

23. Despite repeated requests to the Defendant to release payments, he has continued to refuse to do so. No reason for this refusal has ever been communicated to me.

24. The Portage Project site is currently in a state of abandonment. No construction work has occurred for weeks, and my best estimate for completion of the work has been pushed back from September 2023 prior to the Defendant's conduct, to end of January 2024 at the earliest.

25. On July 14 and 21, 2023 I exchanged emails with Nathan Peto, the City Manager of Portage La Prairie. In this email exchange, I explained the issues that I was experiencing with the Defendant and how the Defendant's conduct had caused the situation to occur. Mr. Peto advised that "the construction site

is completely unsupervised and the buildings are in a state in which they are most vulnerable to fire". That a fire would be "difficult to attack and keep from spreading" and would "put several City blocks at risk." He further advised me that he had been updating "my partners", which I understand to refer to the Defendant, with "little action" and that "immediate action" was required to address their concerns. Attached hereto and marked as **Exhibit "H"** to my Affidavit is a copy of this correspondence.

Demand for Return of the Shares

26. The Defendant's conduct as described herein caused me significant concern. Accordingly, I have decided that the Shares should be returned to me pursuant to the provisions of the Bare Trust and Agency Agreement and instructed my legal representatives to take the steps necessary to effect that transfer.

27. I am informed by Rana Bokhari, my sister and a lawyer who has been providing assistance to me with this matter, and do verily believe, that return of the Shares was demanded from the Defendant in the following manner:

- (a) On July 13, 2023, Ms. Bokhari sent a letter to the Defendant demanding the immediate return of the Shares to me, along with confirmation within 48 hours that this would be done and a detailed timeline for the transfer to be completed (the "Notice"). The Notice was sent by email from Ms. Bokhari to the Defendant, with copies to Scott Cannon, legal counsel for the Defendant. Attached hereto and marked as **Exhibit "I"** to my

Affidavit is a copy of the Notice and the email dated July 13, 2023 from Ms. Bokhari to the Defendant.

- (b) On July 14, 2023, Mr. Cannon replied to Ms. Bokhari, indicating that:
- (i) they had received her correspondence;
 - (ii) they needed to receive the Notice from Mr. Hill in order to “properly acknowledge” the Notice;
 - (iii) they noted the “provisions cited” (of the Bare Trust and Agency Agreement) in Ms. Bokhari’s correspondence;
 - (iv) there was no timeframe for response to the Notice set out in the Bare Trust and Agency Agreement; and
 - (v) he believed that the Defendant would “act in accordance with the duties outlined in the (Bare Trust and Agency Agreement).”

Attached and marked as **Exhibit “J”** to my Affidavit is a copy of Mr. Cannon’s reply to Ms. Bokhari;

28. I am further advised, and do verily believe, that:

- (a) on July 14, 2023, my litigation counsel, Dave Hill, forwarded the Notice to Mr. Cannon via email; and

- (b) on July 17, 2023, Mr. Cannon acknowledged receipt of the Notice from Mr. Hill and further advised that the Defendant would “take steps to facilitate” the transfer of the Shares as demanded in the Notice. Attached hereto and marked as **Exhibit “K”** to my Affidavit is a copy of this email exchange and attached Notice.

29. On August 3, 2023, the Defendant received a demand letter, which was subsequently forwarded to me by Don Knight, BDI’s corporate solicitor, from Peoples in which Peoples outlined their “serious concerns” with the management of the Portage Project and notified the Defendant that BDI was in default of its obligations to Peoples by, among other things, ceasing work on the construction of the Portage Project, failing to obtain sufficient bonding, and holding up draws in connection with the project. Attached hereto and marked as **Exhibit “L”** to my Affidavit is a copy of this letter.

30. Despite the above-mentioned demands, and despite the initial indication that the Defendant would “facilitate” the transfer of the Shares to me, the Defendant has refused to transfer the Shares to me.

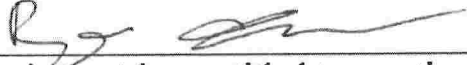
31. I undertake to abide by any order concerning damages that the court may make if it ultimately appears that the granting of the order has caused damage to the Defendant for which I ought to compensate him.

32. I make this Affidavit bona fide.

SWORN before me at the City of)
Winnipeg, in the Province of)
Manitoba, this 7th day of August,)
2023)



SYED GHAZANFAR BOKHARI



A Barrister-at-law entitled to practice
in and for the Province of Manitoba

This is **Exhibit "A"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.

A handwritten signature in black ink, appearing to be 'R. A. N.', written over a horizontal line.

A Barrister-at-law entitled to practice
in and for the Province of Manitoba



File Summary

Registry No : 6945148
Entity Name : BOKHARI DEVELOPMENT INC.

As of : 26-Jul-2023

Entity Name : BOKHARI DEVELOPMENT INC.
Registry No : 6945148
Business No : 806491775MC0001
Current Status : Active (Revived)

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 18-Jun-2014
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 31-Jul-2024
Year of Last A/R - Renewal : 2023
Nature of Business : CONSTRUCTION
NAICS Code : 23

Registered Office Address :

Effective date, if changing address : 01-Feb-2021
Address : KNIGHT LAW OFFICE, 202 - 900 HARROW ST. E.
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3M 3Y7

Mailing Address :

Name :
Address : KNIGHT LAW OFFICE, 202 - 900 HARROW ST. E.
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3M 3Y7
Attention : DONALD R. KNIGHT

Director Information :

Name : BOKHARI, MOHAMMED
Address : PO BOX 238, 60121 BRIARCLIFF ROAD
City/Province : DUGALD, MB
Country/Postal Code : CANADA, R0E 0K0
Name : BOKHARI, SYED
Address : 40 ART MIKI WAY
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3W 1P9
Date Became : 24-Dec-2020
Name : SHAVER, DARCY
Address : 87 LAKESHORE ROAD
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3T 4A6

Officer Information :

Name : BOKHARI, MOHAMMED
 Address : PO BOX 238, 60121 BRIARCLIFF ROAD
 City/Province : DUGALD, MB
 Country/Postal Code : CANADA, R0E 0K0
 Position Held as Officer : VICE-PRESIDENT
 Name : BOKHARI, SYED
 Address : 40 ART MIKI WAY
 City/Province : WINNIPEG, MB
 Country/Postal Code : CANADA, R3W 1P9
 Position Held as Officer : PRESIDENT
 Name : SHAVER, DARCY
 Address : 87 LAKESHORE ROAD
 City/Province : WINNIPEG, MB
 Country/Postal Code : CANADA, R3T 4A6
 Position Held as Officer : SECRETARY

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Name : SHAVER, DARCY
 Class Name : COMMON
 Shares Held : 200.00

Share Structure :

Class	Authorized Number
COMMON	UNLIMITED

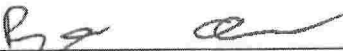
Shares are distributed to the public : No

Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
DIS BY BRANCH	21-Oct-2016	
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
REVIVAL	18-May-2018	
ANNUAL RETURN	18-May-2018	2015
ANNUAL RETURN	18-May-2018	2016
ANNUAL RETURN	18-May-2018	2017
CHANGE OF REGISTERED OFFICE	18-May-2018	
ANNUAL RETURN (Filed on the Web)	28-May-2019	2018
ANNUAL RETURN (Filed on the Web)	10-Jul-2019	2019
COMPLIANCE STATUS - DEFAULT	24-Aug-2020	
CHANGE OF SHAREHOLDERS (Filed on the Web)	06-Jan-2021	
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	08-Jan-2021	
ANNUAL RETURN (Filed on the Web)	15-Jan-2021	2020
CHANGE OF SHAREHOLDERS (Filed on the Web)	15-Jan-2021	
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	15-Jan-2021	
CHANGE OF SHAREHOLDERS (Filed on the Web)	09-Feb-2021	
CHANGE OF SHAREHOLDERS (Filed on the Web)	25-Feb-2021	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	25-Feb-2021	
CHANGE OF MAILING ADDRESS (Filed on the Web)	25-Feb-2021	
COMPLIANCE STATUS - DEFAULT	23-Aug-2021	
ANNUAL RETURN (Filed on the Web)	23-Sep-2021	2021
ANNUAL RETURN (Filed on the Web)	19-Jul-2022	2022
ANNUAL RETURN (Filed on the Web)	21-Jul-2023	2023

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is **Exhibit "B"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.



A Barrister-at-law entitled to practice
in and for the Province of Manitoba

DECLARATION OF BARE TRUST AND AGENCY AGREEMENT

THIS AGREEMENT dated as of the 1st day of February, 2021.

BETWEEN:

DARCY SHAVER,
of 87 Lakeshore Road, Winnipeg, MB R3T 4A6

(the "Nominee")

AND

SYED BOKHARI
of 23 Goodfellow Way, Winnipeg, MB R3W 0K1

(herein called the "Owner")

WHEREAS:

A. The Owner has 100 Class A Common Shares (the "Shares") of Bokhari Development Inc. a corporation registered pursuant to the Laws of Manitoba; and

B. Legal title to the Shares has been or will be registered in the name of the Nominee in the appropriate Manitoba Companies Office, and the Nominee will, effective from the date hereof, hold legal title to the Shares, as nominee, agent and bare trustee for the sole benefit and account of the Owner as principal and beneficial owner, in accordance with this Agreement; and

NOW THEREFORE in consideration of the premises and the amount of \$1.00 now paid by the Owner to the Nominee, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment. The Owner hereby appoints the Nominee as its nominee, agent and bare trustee to hold legal title to the Shares, and any other Shares in respect of which the Nominee has acquired or may in the future acquire, in trust for and on behalf of the Owner in accordance with this Agreement, with full power to manage and deal with the Shares and execute any instrument, document or encumbrance in respect of the Shares for the sole benefit and account of the Owner, all at the written direction of the Owner as principal and beneficial owner and strictly in accordance with this

Agreement, and the Nominee hereby accepts such appointment. For greater certainty, "written direction" includes letter, note and email forms.

2. Nominee's Agreements. The Nominee hereby acknowledges and agrees that:

- (a) the Nominee has acquired or will acquire and will hold the legal title to the Shares as nominee, agent and bare trustee for the sole benefit and account of the Owner as principal and beneficial owner and the Nominee will have no equitable or beneficial interest therein, and the equitable and beneficial interest in the Shares will be vested solely and exclusively in the Owner;
- (b) the Nominee will hold legal title to the Shares as nominee, agent and bare trustee for the sole benefit and account of the Owner as principal and beneficial owner subject to and in accordance with this Agreement and subject to the terms and conditions of any transfer, deed, mortgage, debenture, security agreement, license, restrictive covenant or other instrument, document or encumbrance pertaining to the Shares;
- (c) any benefit, interest, profit or advantage arising out of or accruing from the Shares is and will continue to be a benefit, interest, profit or advantage of the Owner and if received by the Nominee will be received and held by the Nominee for the sole use, benefit and advantage of the Owner and the Nominee will account to the Owner for any money or other consideration paid to or to the order of the Nominee in connection with the Shares as directed in writing by the Owner, and the Nominee will, at any time during the term of this Agreement and within the six month period following the termination of this Agreement upon the request of the Owner, deliver to the Owner a reasonably detailed written accounting of all amounts received and disbursed by the Nominee in respect of the Shares, certified by an officer of the Nominee to be true, complete and correct;
- (d) the Nominee will, upon the written direction of the Owner, deal with the Shares and do all acts and things in respect of the Shares at the expense of and as directed by the Owner from time to time and will assign, transfer, convey, mortgage, pledge, charge, or otherwise deal with the Shares or any portion thereof at any time and from time to time in such manner as the Owner may determine, to the extent permitted under all relevant laws; without limiting the generality of the foregoing, the Nominee will transfer legal title to the Shares to or as directed by the Owner forthwith upon the written demand of the Owner;
- (e) the Nominee will, upon and in accordance with the written direction of the Owner, act as the agent of the Owner, as undisclosed principal, in respect of any matter relating to the Shares or the performance or observance of any contract or agreement relating to the Shares;

- (f) acting under this Agreement at the written direction of the Owner, the Nominee will have the full right and power to execute and deliver, under seal and otherwise, any transfer, deed, statement of adjustments, license, restrictive covenant, release or other instrument or document pertaining to the Shares without delivering proof to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Corporations Office or of any Personal Shares Registry) of its authority to do so and any person may act in reliance on any such instrument or document and for all purposes any such instrument or document will be binding on the Owner;
- (g) acting under this Agreement at the written direction of the Owner, the Nominee will have the full right and power to borrow money from time to time and to covenant to repay money borrowed by the Owner either alone or with others from time to time and to secure the repayment of any and all indebtedness and liabilities with respect to any amounts so borrowed by the grant of any charge or encumbrance (both fixed and floating) on, or security interest in, the Shares or any part thereof, by way of debenture, mortgage, assignment of sale proceeds, security agreement or other instrument or document without delivering proof to any person (including, without limitation, any other party to any such instrument or document or the Registrar of any Corporations Office or Personal Shares Registry) of its authority to do so and any person may act in reliance on any such instrument or document and for all purposes any such instrument or document will be binding on the Owner;
- (h) the Nominee will not deal with the Shares in any way or execute any instrument, document or encumbrance in respect of the Shares without the prior consent or written direction of the Owner; and
- (i) the Nominee will notify the Owner forthwith upon receipt by the Nominee of notice of any matter or thing in respect of the Shares or any portion thereof, including, without limitation, in respect of any tax, lien, charge or encumbrance in respect of the Shares.

3. Reimbursement of Expenses. Any payments or disbursements made by the Nominee in respect of the Shares in accordance with this Agreement will be made as the agent of and for the account of the Owner, as principal, and the Owner will reimburse the Nominee for any amount reasonably and properly expended by the Nominee in connection with the Shares with the consent or written direction of the Owner. The Nominee will not be entitled to any remuneration or any revenue or profit in respect of the Shares for acting as nominee, agent and bare trustee under this Agreement.

4. Nominee's Representations. The Nominee represents and warrants to the Owner that the Nominee is an individual person and neither carries on nor intends to carry on a business that is a trust business.

5. Time Limitation. The powers herein conferred on the Nominee will not extend beyond the expiration of 5 years from the date of execution and delivery of this Agreement, unless renewed.

6. Waiver of Indemnity. The Nominee, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by the Owner (the receipt and sufficiency of which is hereby acknowledged), hereby waives and releases any right of indemnification to which the Nominee may now or at any time in the future have or be entitled to from the Owner.

7. Notices. Any notice given pursuant to or in connection with this Agreement will be in writing and delivered personally to the party for whom it is intended to be addressed at the address of such party last known to the other party.

8. Further Assurances. The Nominee will perform all such other acts and things and execute all such other documents as are necessary or desirable in the reasonable opinion of the Owner to evidence or carry out the terms or intent of this Agreement.

9. Gender and Number. Words importing the masculine gender include the feminine and neuter genders and words in the singular include the plural, and vice versa.

10. Governing Law. This Agreement and all matters arising under it will be governed by and construed in accordance with the laws of Manitoba and all disputes and claims arising out of this Agreement will be referred to the courts of the Province of Manitoba.

11. No Waiver. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

12. Amendment. This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

13. Enurement. This Agreement will enure to the benefit of and be binding upon the respective successors, legal representatives and assigns of the parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.


Darcy Shaver

Syed Ghazanfar Bokhari
Syed Ghazanfar Bokhari

By 
Mohammed Ali Bokhari
Power of Attorney

This is **Exhibit "C"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.


A Barrister-at-law entitled to practice
in and for the Province of Manitoba

Ryan Nerbas

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: July 13, 2023 11:08 AM
To: Dave Hill; Rana Bokhari; sgbokhari@icloud.com; moebok1980@gmail.com
Subject: FW: GATEWAY PROJECTIONS

Categories: Moved to Synergy Matters

Intentional email below—Darcy not responding any further and not paying gateway

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Monday, June 26, 2023 5:05 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>; Gateway Projects <gatewayprojectsmb@gmail.com>; Don Knight <Don.Knight@knightlaw.ca>
Cc: Michel Durand <mdurand@mcommercial.ca>; Alexander Durand <adurand@mcommercial.ca>
Subject: Re: GATEWAY PROJECTIONS

Until I have my money returned. I'm not even going to respond any further to these emails

Get Outlook for Android

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Monday, June 26, 2023 5:01:42 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>; Gateway Projects <gatewayprojectsmb@gmail.com>; Don Knight <Don.Knight@knightlaw.ca>

Cc: Michel Durand <mdurand@mcommercial.ca>; Alexander Durand <adurand@mcommercial.ca>
Subject: Re: GATEWAY PROJECTIONS

40k is insignificant when I'm waiting on \$650k to be returned to me from 8 months ago

Get Outlook for Android

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: Monday, June 26, 2023 4:59:21 PM
To: Gateway Projects <gatewayprojectsmb@gmail.com>
Cc: Michel Durand <mdurand@mcommercial.ca>; Alexander Durand <adurand@mcommercial.ca>; Darcy Shaver <darcy_shaver@hotmail.com>; moe bokhari <mohammedabokhari@gmail.com>; Syed Bokhari <sgbokhari@hotmail.com>; Sid <sgbokhari@icloud.com>
Subject: RE: GATEWAY PROJECTIONS

Hi Russ

I totally understand . I am trying to work with Darcy as we speak to release this \$40,000 this week.

I just sent him an email that may be acceptable.

Jeff Silverstein, AMP

President
Approved Financing Centre
275 Garry Street
Winnipeg, Manitoba
R3C 1H9
Cell: [204.793.9013](tel:204.793.9013)

From: Gateway Projects <gatewayprojectsmb@gmail.com>
Sent: Monday, June 26, 2023 4:50 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Cc: Michel Durand <mdurand@mcommercial.ca>; Alexander Durand <adurand@mcommercial.ca>; Darcy Shaver <darcy_shaver@hotmail.com>; moe bokhari <mohammedabokhari@gmail.com>; Syed Bokhari <sgbokhari@hotmail.com>; Sid <sgbokhari@icloud.com>
Subject: Re: GATEWAY PROJECTIONS

I would also like to express my disappointment with not receiving draw 21 even after many many efforts on my part to attain it. This includes an unsuccessful stop at the lawyers office. The impact of this to me is significant and considering it has still not been made available is inexcusable,

Russ

On Mon, Jun 26, 2023 at 3:39 PM Gateway Projects <gatewayprojectsmb@gmail.com> wrote:

Gentleman, we are spinning our wheels here with emails going nowhere at a significant cost to all stakeholders.

Please let me simplify.

With the site visits the drama is out of control, it's a small city and we are now challenged to hire new contractors without paying the previous. Again, it's a small city with big mouths not to mention the common drama and manipulation of contractors who rarely speak with reality. We cannot undo the work that was done by unbonded contractors, then have them bonded and redo the work to be paid. The work already completed must be paid by draw 22 and 21 of \$40,000 that is what? 4 weeks over do now and would be massively helpful. Can this \$40,000 be given to Gateway today please. To date contractors have been paid without bonding, I hope all stakeholders understand telling them they need to be bonded to be paid for prior work is something I cannot explain nor will they tolerate such a request. You cannot get blood out of a stone.

My hands are now tied until draw 22 is forward to Gateway, again for work already completed. All future work will be completed by bonded contractors regardless of the challenge to attain them with a bond.

I have many conversations with people in the town and with the new hospital your rent has just increased significantly with a vacancy rate to be NIL. We need to stop the bleeding and move forward immediately.

Regards
Russ Sawatzky
Gateway

On Fri, Jun 16, 2023 at 2:21 PM jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca> wrote:

Perfect

I will confirm with Russ

Jeff Silverstein, AMP

President
Approved Financing Centre
275 Garry Street
Winnipeg, Manitoba
R3C 1H9
Cell: 204.793.9013

From: Michel Durand <mdurand@mcommercial.ca>

Sent: Friday, June 16, 2023 2:20 PM

To: jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca>

Cc: Alexander Durand <adurand@mcommercial.ca>; Darcy Shaver <darcy_shaver@hotmail.com>; Gateway Projects <gatewayprojectsmb@gmail.com>

Subject: Re: GATEWAY PROJECTIONS

Thanks Jeff

I am out of the office today but would like to get on a call with you and Russ on Monday

Let me know what time works for you both

Thanks

On Fri, Jun 16, 2023 at 3:17 PM jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca> wrote:

Hi Michel

Gateway sent me the attached monthly draws

Looking like end of November but would like end of December as a buffer even if we could get end of January, 2024
in case of weather problems

Syed Bokhari will be paying the interest for anything past the interest reserve

Thanks

Jeff

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

--

Michel Durand

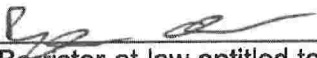
MCommercial

647-968-4181

mdurand@mcommercial.ca

www.mcommercial.ca

This is **Exhibit "D"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.


A Barrister-at-law entitled to practice
in and for the Province of Manitoba

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

1. CLAIMANT(S) <i>(full legal name and address)</i> 6332189 Manitoba Ltd. o/a Gateway Projects 108-1090 Waverly Street Winnipeg, Manitoba R3T 0P4
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. 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 <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: 108-1090 Waverly Street Winnipeg, MB R3T 0P4

11. SIGNATURE OF CLAIMANT

Dated at the City _____ of _____, 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 _____ 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

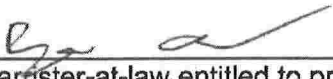
Registration #	Type	New Titles
----------------	------	------------

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.

This is **Exhibit "E"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.



A Barrister-at-law entitled to practice
in and for the Province of Manitoba

Ryan Nerbas

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: July 13, 2023 8:33 AM
To: sgbokhari@icloud.com; Rana Bokhari; moebok1980@gmail.com; Dave Hill
Subject: FW: GATEWAY PROJECTIONS

Categories: Moved to Synergy Matters

The project construction builder had sent this email below

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Gateway Projects <gatewayprojectsmb@gmail.com>
Sent: Wednesday, July 12, 2023 8:55 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Cc: Alexander Durand <adurand@mcommercial.ca>; M <moebok1980@gmail.com>; Michel Durand <mdurand@mcommercial.ca>; Sid <sgbokhari@icloud.com>
Subject: Re: GATEWAY PROJECTIONS

Hey Folks, I know all are very frustrated at this point, myself Im 58 and I have never seen a person sabotage a project like this man has. How can one person be allowed to cause so much damage. The impact of these fund delays is escalating with every day.

All I want to add is the absolute need to advance the draws. I have people coming to my home for money and I haven't paid AMEX for 3 months, when do they come after my home? I desperately need these draws.

Russ
Gateway

On Thu, Jun 29, 2023 at 1:59 PM jeff approvedfinancing.ca <jeff@approvedfinancing.ca> wrote:

Thank you

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Gateway Projects <gatewayprojectsmb@gmail.com>

Sent: Thursday, June 29, 2023 1:36 PM

To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>

Cc: Alexander Durand <adurand@mcommercial.ca>; M <moebok1980@gmail.com>; Michel Durand <mdurand@mcommercial.ca>; Sid <sgbokhari@icloud.com>

Subject: Re: GATEWAY PROJECTIONS

Mech trade says he's hoping to get bonding by next week.

Now let's get an email out for the elec so he can move forward with his bonding also

On Thu, Jun 29, 2023 at 1:20 PM jeff approvedfinancing.ca <jeff@approvedfinancing.ca> wrote:

Ok

Get Outlook for Android

From: Gateway Projects <gatewayprojectsmb@gmail.com>

Sent: Thursday, June 29, 2023 12:16:27 PM

To: jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca>

Cc: Alexander Durand <adurand@mcommercial.ca>; M <moebok1980@gmail.com>; Michel Durand <mdurand@mcommercial.ca>; Sid <sgbokhari@icloud.com>

Subject: Re: GATEWAY PROJECTIONS

He's pushing the insurance Co. I've asked him for an approx timeline

On Thu, Jun 29, 2023, 12:00 p.m. jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca> wrote:

How is the mechanical bonding going

Get [Outlook for Android](#)

From: Gateway Projects <gatewayprojectsmb@gmail.com>

Sent: Thursday, June 29, 2023 11:54:53 AM

To: jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca>

Cc: Alexander Durand <adurand@mcommercial.ca>; M <moebok1980@gmail.com>; Michel Durand <mdurand@mcommercial.ca>; Sid <sgbokhari@icloud.com>

Subject: Re: GATEWAY PROJECTIONS

Electrician is waiting on this email assurance before proceeding with bonding application.

On Thu, Jun 29, 2023 at 8:41 AM jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca> wrote:

Hi Michel and Alex

Can you provide a letter or email to gateway as stated " As the representatives of the lender , Peoples Trust, we can assure your trades such as Electrical, will be paid for all the service material order, on site (underground wiring and connections to bldgs) not yet paid out once the bonding is in place as per the BTY quantification. "

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Gateway Projects <gatewayprojectsmb@gmail.com>
Sent: Thursday, June 29, 2023 8:11 AM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Cc: M <moebok1980@gmail.com>; Sid <sgbokhari@icloud.com>
Subject: Re: GATEWAY PROJECTIONS

I need an email from lender stating that the funds to pay for electrical service material order (underground wiring and connections to bldgs) are available and ready to be disbursed as work and delivery progresses.

This may get him to play ball.

On Thu, Jun 29, 2023 at 7:59 AM jeff approvedfinancing.ca <jeff@approvedfinancing.ca> wrote:

|||| | ||||| |||||

This is **Exhibit "F"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.


A Barrister-at-law entitled to practice
in and for the Province of Manitoba

Ryan Nerbas

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: July 13, 2023 8:41 AM
To: sgbokhari@icloud.com; Rana Bokhari; moebok1980@gmail.com; Dave Hill
Subject: FW: GATEWAY PROJECTIONS

Categories: Moved to Synergy Matters

Good morning all

Please see below

Thanks

jeff

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Michel Durand <mdurand@mcommercial.ca>
Sent: Thursday, July 13, 2023 6:39 AM
To: Gateway Projects <gatewayprojectsmb@gmail.com>
Cc: Alexander Durand <adurand@mcommercial.ca>; M <moebok1980@gmail.com>; Sid <sgbokhari@icloud.com>; jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Subject: Re: GATEWAY PROJECTIONS

I just arrived back in Canada and will get up to speed quickly I have a call scheduled with Peoples Trust this morning to see about moving forward. That being said, could you send me a list of payables that you currently have?

I have been in this business for 33 years and as you see, I have never seen someone sabotage their own project in this manner. Obviously, there seems to be something going on in the background that is not clear to everyone.

I expect to get back to you this morning right after I speak to Peoples Trust.

Michel Durand

On Wed, Jul 12, 2023 at 11:53 PM Gateway Projects <gatewayprojectsmb@gmail.com> wrote:

Just to add to the importance of timing of the draw, this is a small city and the longer this goes on without people being paid the more likely we will have to make pre payments to get trades on site. Certainly not the way I want to operate but we may not have a choice.

On Wed, Jul 12, 2023 at 8:54 PM Gateway Projects <gatewayprojectsmb@gmail.com> wrote:

Hey Folks, I know all are very frustrated at this point, myself Im 58 and I have never seen a person sabotage a project like this man has. How can one person be allowed to cause so much damage. The impact of these fund delays is escalating with every day.

All I want to add is the absolute need to advance the draws. I have people coming to my home for money and I haven't paid AMEX for 3 months, when do they come after my home? I desperately need these draws.

Russ
Gateway

On Thu, Jun 29, 2023 at 1:59 PM jeff approvedfinancing.ca <jeff@approvedfinancing.ca> wrote:

Thank you

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Gateway Projects <gatewayprojectsmb@gmail.com>

Sent: Thursday, June 29, 2023 1:36 PM

To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>

Cc: Alexander Durand <adurand@mcommercial.ca>; M <moebok1980@gmail.com>; Michel Durand

<mdurand@mcommercial.ca>; Sid <sgbokhari@icloud.com>

Subject: Re: GATEWAY PROJECTIONS

Mech trade says he's hoping to get bonding by next week.

Now let's get an email out for the elec so he can move forward with his bonding also

On Thu, Jun 29, 2023 at 1:20 PM jeff approvedfinancing.ca <jeff@approvedfinancing.ca> wrote:

Ok

Get [Outlook for Android](#)

From: Gateway Projects <gatewayprojectsmb@gmail.com>

Sent: Thursday, June 29, 2023 12:16:27 PM

To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>

Cc: Alexander Durand <adurand@mcommercial.ca>; M <moebok1980@gmail.com>; Michel Durand <mdurand@mcommercial.ca>; Sid <sgbokhari@icloud.com>

Subject: Re: GATEWAY PROJECTIONS

He's pushing the insurance Co. I've asked him for an approx timeline

On Thu, Jun 29, 2023, 12:00 p.m. jeff approvedfinancing.ca <jeff@approvedfinancing.ca> wrote:

How is the mechanical bonding going

Get [Outlook for Android](#)

From: Gateway Projects <gatewayprojectsmb@gmail.com>

Sent: Thursday, June 29, 2023 11:54:53 AM

To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>

Cc: Alexander Durand <adurand@mcommercial.ca>; M <moebok1980@gmail.com>; Michel Durand <mdurand@mcommercial.ca>; Sid <sgbokhari@icloud.com>
Subject: Re: GATEWAY PROJECTIONS

Electrician is waiting on this email assurance before proceeding with bonding application.

On Thu, Jun 29, 2023 at 8:41 AM Jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca> wrote:

Hi Michel and Alex

Can you provide a letter or email to gateway as stated "As the representatives of the lender , Peoples Trust, we can assure your trades such as Electrical, will be paid for all the service material order, on site (underground wiring and connections to bldgs) not yet paid out once the bonding is in place as per the BTY quantification. "

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Gateway Projects <gatewayprojectsmb@gmail.com>
Sent: Thursday, June 29, 2023 8:11 AM
To: jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca>
Cc: M <moebok1980@gmail.com>; Sid <sgbokhari@icloud.com>
Subject: Re: GATEWAY PROJECTIONS

I need an email from lender stating that the funds to pay for electrical service material order (underground wiring and connections to bldgs) are available and ready to be disbursed as work and delivery progresses.

This may get him to play ball.

On Thu, Jun 29, 2023 at 7:59 AM jeff [approvedfinancing.ca](mailto:jeff@approvedfinancing.ca) <jeff@approvedfinancing.ca> wrote:

||||| |||||||

--
Michel Durand
MCommercial
647-968-4181
mdurand@mcommercial.ca
www.mcommercial.ca

This is **Exhibit "G"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.



A Barrister-at-law entitled to practice
in and for the Province of Manitoba

Ryan Nerbas

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: July 13, 2023 9:47 AM
To: Dave Hill; Rana Bokhari; moebok1980@gmail.com; sgbokhari@icloud.com
Subject: FW: Update
Categories: Moved to Synergy Matters

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Monday, July 10, 2023 1:21 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Subject: Update

Wth is going on...

I just come down from the lake where I didn't have wi-fi service and everyone is losing their minds

I said last week I was heading up north...

Get Outlook for Android

Ryan Nerbas

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: July 13, 2023 9:47 AM
To: Rana Bokhari; Dave Hill; sgbokhari@icloud.com; moebok1980@gmail.com
Subject: FW: Update

Categories: Moved to Synergy Matters

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Monday, July 10, 2023 1:48 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Subject: Re: Update

I literally just got into cell phone range coming down from the duck mountain.

I won't be heading back to wpg today tho as I'm heading back into town to unload the gear an whatnot.

I had said last week that I would be away, I'm not sure what everyone expected, that I would drive 40mins down from the mountain to check emails an txts?

I spoke with Dale before I left about the cash available this week an the following monies next week.

I had already told Don that I authorized the interest to be paid and the sub-trades to be paid direct while the bonding issues is being sorted out with Gateway.

I see there's emails from Rana threatening me now... for what reason I'm not entirely sure.

Like what more is everyone expecting from me? I'm not in charge of getting gateways bonds... Alex and Michael said everything is held up till Gateway has their bond in place and everyone is freaking out on me about it.

I'm not the project manager, nor have I ever overseen the onsite works...

Get [Outlook for Android](#)

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: Monday, July 10, 2023 1:26:13 PM
To: Darcy Shaver <darcy_shaver@hotmail.com>
Subject: RE: Update

I think you need to come in to see me so I can save these two deal on Colville and Portage

Everyone is going crazy. We need calmness and a solution but this is not happening at this point

Perhaps tomorrow at my office around 12 noon

Are you able to come

Jeff Silverstein, AMP

President
Approved Financing Centre
275 Garry Street
Winnipeg, Manitoba
R3C 1H9
Cell: [204.793.9013](tel:204.793.9013)

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Monday, July 10, 2023 1:21 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Subject: Update

Wth is going on...

I just come down from the lake where I didn't have wi-fi service and everyone is losing their minds

I said last week I was heading up north...

Get [Outlook for Android](#)

Ryan Nerbas

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: July 13, 2023 10:06 AM
To: Dave Hill; Rana Bokhari; moebok1980@gmail.com; sgbokhari@icloud.com
Subject: FW: Beausejour, Colville and Portage

Categories: Moved to Synergy Matters

See below

There was some negotiations happening at this time.

- Just for clarity, Darcy paid out \$490,000 into Portage . He was going to get this \$490,000 back plus interest at the end of the project once the project was either refinanced or sold. This was the plan
- In the meantime , Darcy received a management fee of approximately \$300,000 over the last 20 months on Portage.. This was coming off of gateways funds and was understood. The project was still on track to complete with existing funds. Syed received double the amount that Darcy was receiving over this period of time as the real Project manager . Some of these monies that Syed received was paying a manager on site. This was the reason for double the amount.
- The Colville project was sent off to CMHC with a valuation of over \$ 4 million created by Syed and paid by Syed . The loan on this project is currently at \$1.9 million which was going to be paid out from the new CMHC loan. Initially Syed had placed Darcy on this project as the front and centre guarantor similar to Portage. Darcy had not put in any funds into this project. I found out at this time that Darcy was not strong enough to carry this so Dale Place was put onto the agreement . For whatever reason Darcy was kept on this project as good faith due to his involvement on Portage.
- Dale was going to receive a monthly fee for being the guarantor with a final payout of \$350,000 when completed. He was holding the project shares for Syed in trust. Dale owes Darcy back \$300,000 for a deposit that he gave to Dale to buy his apartment blocks. This was suppose to be non refundable. Darcy decided that he did not want his apartment blocks so he asked dale to give back his \$300,000 plus interest. Dale was going to use this pay back as a release from Darcy on Colville so all shares would go back to Syed in trust. This is where the \$330,000 came into effect. Dale was going to use the \$350,000 owed to him from Syed and give darcy \$330,000 of this to clear up his debt to darcy and release Darcy from Colville.

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Thursday, June 29, 2023 11:31 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Subject: Re: Beausejour, Colville and Portage

He can but I'm not going to spend anything on a lawyer until I see all the moneys is actually there.

Dale has also been reluctant so I'm doubtful

Get [Outlook for Android](#)

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: Thursday, June 29, 2023 10:24:44 PM
To: Darcy Shaver <darcy_shaver@hotmail.com>
Subject: Re: Beausejour, Colville and Portage

Hi Darcy

Did you want don to work on the paperwork while your gone so it will be ready for your lawyer to go over it when your back

Get [Outlook for Android](#)

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Thursday, June 29, 2023 6:38:25 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Subject: Re: Beausejour, Colville and Portage

Ya unfortunately i leave tomorrow for 10days

Sent from my iPad

On Jun 29, 2023, at 6:37 PM, jeff approvedfinancing.ca <jeff@approvedfinancing.ca> wrote:

Hi Darcy

I know what is involved and can say without hesitation that I could get you the funds I listed. I just need the go ahead from you . Once you say yes then we move forward

The only hold up per day now is the timeline it takes you to agree

Cheers

Jeff

Get Outlook for Android

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Thursday, June 29, 2023 6:28:18 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Subject: Re: Beausejour, Colville and Portage

The lawyer I got involved was Holloway tilvares

I just met these guys last week I believe it was. I asked them to take over the corporate matter when Don said he couldn't and then went on holidays.

They would have to review any deals and advise.

My concern is I see no money as that's been the case up to this point... that's why I asked for something back from Dale up front. He's very reluctant to pay me anything.

Get Outlook for Android

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: Thursday, June 29, 2023 6:19:45 PM
To: Darcy Shaver <darcy_shaver@hotmail.com>
Subject: RE: Beausejour, Colville and Portage

Your total amount owed to you is \$490,000 including the \$88,000

I could get Don to write it up asap as he doesn't like this deal with you and syed being partners so he would do this immediately. You need to provide me with a lawyer to look it over on your behalf

Jeff Silverstein, AMP

President
Approved Financing Centre
275 Garry Street
Winnipeg, Manitoba
R3C 1H9
Cell: 204.793.9013

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Thursday, June 29, 2023 6:16 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Subject: Re: Beausejour, Colville and Portage

Would Alex an Michael reimburse my 88k paid to peoples for the loan commitment? Or how does that work?

Also, did Don confirm that he has the time to write up any agreements? He just got back and from what I understand he's been swamped...

Get [Outlook for Android](#)

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>

Sent: Thursday, June 29, 2023 5:58:19 PM

To: Darcy Shaver <darcy_shaver@hotmail.com>

Subject: RE: Beausejour, Colville and Portage

Hi Darcy

So this is what I am up against

Dale said that nothing can be done without the movement of Portage. I agree.

I need to know that you can accept the below on Portage so I can get Syed to start paying interest for July. At this point in time the interest payment will be defaulted for July payment. The lender needs to hear from me that I have a solution. If not then they will do what lenders do which is not good for anyone.

Once you agree to the below with Syed and Don writes up the agreement, then we can move onto Colville and what Dale owes you

You then get \$490,000 within 2 weeks. Nothing could get released until an agreement is in place.

As far as Colville and Dale I can get you the following once the above is done

-
- You will get \$350,000 within 2 weeks after an agreement is produced on Colville stating that you have released yourself from this corporation. This will be your funds back from dale plus interest
 - You will get back the last \$300,000 + \$30,000 interest on the funds you gave into 265 Osborne but this cannot be paid back until mid Aug

At minimum you could get \$490,000 + \$350,000 within 2 weeks of signing the agreements. This is \$840,000 back to you and you could breath again

- Another \$330,000 by Aug, 2023

Let me know as the most critical part to the above is that I can communicate to the lender on Portage and get this back on its feet even at this default situation. If I do not have a solution on the nsf interest payment on Portage then there will be a problem for everyone.

Thanks

Jeff

Jeff Silverstein, AMP

President
Approved Financing Centre
275 Garry Street
Winnipeg, Manitoba
R3C 1H9
Cell: 204.793.9013

From: Darcy Shaver <darcy_shaver@hotmail.com>
Sent: Thursday, June 29, 2023 5:26 PM
To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Subject: Re: Beausejour, Colville and Portage

I understand the concern on portage as it's almost a dead duck at this point.

First thing is the confirmation that july interest is being transferred from dons office so that we know its being paid

I would like some form of payment, even as little as a 200k to pay off my excavator and whatnot, from dale or whoever you can gets funds from since you're taking a portion of the shares along with dale.

It's hard for me to entertain all these different scenarios and ideas when im always concerned about meeting payroll. Its not a good position to be in...

Then we can organize codville, Osborne and portage and make a decision on what dale actually wants and what we're doing with portage and gateway.

Im leaving tomorrow up to the lake for 10 days, so if the money is at dons trust account that would be great and can give dale or whoever to organize the balance while im away.

Let me know

Sent from my iPad

On Jun 29, 2023, at 5:02 PM, jeff approvedfinancing.ca <jeff@approvedfinancing.ca> wrote:

Hi Darcy

I need to move this Portage deal to conclusion between you and Syed so that this doesn't die. So based on the below I can get Don to start writing up an agreement based on the following understanding:

1. You get paid \$490,000 within 2 weeks of signing the agreement with Syed Bokhari
2. This agreement will provide Syed with all your shares in the Portage La prairie project and eliminate you from the corporation of Bokhari Developments with resignations to this company . All this sign off will be in trust with Don and will not be released to Syed until your guarantee is cleared on this project.
3. Don will release the shares and your resignation to this corporation to Syed Bokhari once your guarantee is off the loan with peoples trust. Again, he will hold it in trust until this is done.
4. The \$490,000 can be released to you with the understanding that you will give up your entitlement to instruct Don on payouts. These payouts will be instructed by BTY , and the lender with Syed signing off and agreeing to the payouts .Not needing your authority.
5. The only requirement for you is to have the declarations signed for payouts of each advance with peoples trust until all funds are advanced. This cannot be held up for any reason to sign off. The only monies going out will be to Gateway after the reserve funds are completed. One advance only per draw after draw 22
6. This will solve , to some degree Portage la prairie getting back on its feet. Russ will have confidence in the project again knowing the above is done and will be able to get crews back

Don will need to know who your lawyer is so he can draw the above up asap.

Once I know this is moving forward with your confirmation to the above on Portage , I will then send out the resolve on the other Colville property, 265 issue with dale and his properties. I have a lot of influence with dale and the ability to do things that perhaps others cannot.. I am a broker trying to find a solution for you, Syed and dale that makes sense for all.

Thanks

jeff

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Darcy Shaver <darcy_shaver@hotmail.com>

Sent: Thursday, June 29, 2023 3:57 PM

To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>

Subject: Re: Beausejour, Colville and Portage

Agreed. Dale is totally killing this project. No doubt bc he proolly wants it.

Sent from my iPad

On Jun 29, 2023, at 2:51 PM, jeff approvedfinancing.ca
<jeff@approvedfinancing.ca> wrote:

Hi Darcy

Portage: By giving Don the authority to transfer the current interest amount from his Lawyers trust acct., to Peoples trust is not enough money for the July 1st, interest payment. Syed would have to agree to this as well to transfer these funds accordingly,. Even if this was sent off to peoples trust there will be an NSF payment going through the account on July 1st, 2023 due to the shortfall.. This is going to upset People trust as of July 1st, 2023., one way or another. This is also just 1/2 of the problem. The other half is not paying gateway the small amount due. This has caused an empty nest at the site for the entire month of June and going into July. The drywall company has already walked and will not come back. Gateway is trying to get others to come in to replace this drywall with bonding but all trades are now spooked by this shut down. . If gateway gets the mechanical and electrical companies back on board then he believes he could get a new drywall contractor on board. If gateway would have received his \$40,000 , he could have kept the drywall by paying him something., the mechanical something small and the electrical company something. This did not happen .

1. The city of Portage , the mayor of Portage and the fire chief of Portage have been asking numerous hard questions about the shut down. . We are trying to keep them calm as well right now but time is running out and they are very upset.
2. I feel that the only way to save this project and for you both to walk away with your heads up high and money back in your pockets is for Syed to pay you the amount of funds you put into the project of \$490,000 and you give back the shares to Syed by way of trust agreements through the lawyer. You did receive about \$300,000 over the course of 18 months which will be considered your personal guarantee interest payback for the \$490,000 you put in. . In my opinion you cannot have 2 partners not trusting each other. This was their project from the beginning of time so let them finish it and keep it. .
3. You cannot carry the project yourself as there will be another 6 months of interest payment to be made and I do not see Syed putting these funds in unless there is a split between parties at this time.

4. No one makes any money here at the moment but yourself as you would get back your principal right away plus you earned \$300,000 of funds to date on the project.

Syed still has to go through hoops to achieve his goals. Not doing anything reduces this project to zero with no money back to you and a failed project in Portage la prairie. Lots more bad things would happen in this case as well that you, Syed and everyone else doesn't want to think about.

Let me know sooner then later . Again , these are my thoughts only. Please do not take this as the gospel. Unless you have another plan , I believe this is the best way to go to move this forward to an agreement. Time is crucial hear. I would have to discuss all of this with the lawyers, to syed, to the lenders. Lots to complete to get this deal working for all . Not doing anything is the wrong thing to do. Again, you may have a different suggestion that may work. I am just trying to save this for everyone

Thanks Darcy

Regards

Jeff

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

From: Darcy Shaver <darcy_shaver@hotmail.com>

Sent: Thursday, June 29, 2023 11:50 AM

To: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>

Subject: Re: Beausejour, Colville and Portage

Thank you

Ultimately this isnt the money im after... dale owes me 700k for Selkirk and Osborne.

That's the payments im looking for, or at minimum half of that money from dale. portage can then get moving forward. I responded to Alex agreeing that don can wire the interest payment directly.

Dale has the funds and im frustrated by his lack of willingness to pay me back. I paid for the shares and i paid expenses for 6 months and paid for him to buy a company via deposit on his places.

Let me know how soon dale can have a draft and for how much

Sent from my iPad

On Jun 29, 2023, at 11:43 AM, jeff
approvedfinancing.ca <jeff@approvedfinancing.ca>
wrote:

Hi Darcy

I am arranging the \$490,000 now. Should have this within 2 weeks. It will go into Don's trust account. The deal would be to release your shares on Portage in trust to Don to go to Syed Bokhari (eventually). You would also release yourself as the director and shareholder by signing the release forms that will also be held in trust with Don and acted on when your guarantee is off the project.

You would stay on as a guarantor on the project until the project is completed or until Alex can take you off the project. The project will be considered 100% owned by Syed once you receive the \$490,000 and your guarantee is off the project.. Alex would start working on removing your guarantee but this will take time. Don would take direction on payouts by BTY , Peoples trust lawyer and Syed only to release to Gateway and any interest owing back to Syed. No other payouts until end of project. We could then get this project revved up again . This project at the moment is considered dead until an agreement is in place (my understanding) .

1. The above would allow future draws to never be held up again as this has caused damage to the project. Right at the moment , draw 22 will only be released once the bonding is in place so no worries there. Draw 21 will be released to Syed for interest and gateway for the balance. At this moment everyone including Michel and Alex have asked that draw 21 be released but you have not done so. This is the reasoning why no interest payment for July 1st, 2023. Syed is owed on 2 interest advances . Its not that Syed doesn't have the money for July payment, its because you stopped the project. Not knowing what People Trust will do now?. I am trying to

come to a resolve so you get back your funds and the project is back on the table. Once this is done then Syed will come up with the July payment of interest and your \$490,000. Not a problem. I know where these funds are and can get it immediately.

2. Once your guarantee is off the project , then Don will be instructed to release the shares to Syed fully.

Let me know if acceptable so we can get funds released to you sooner then later.

I will send you another email regarding Dale

cheers

Jeff Silverstein, AMP

President

Approved Financing Centre

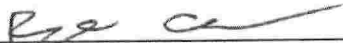
275 Garry Street

Winnipeg, Manitoba

R3C 1H9

Cell: 204.793.9013

This is **Exhibit "H"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.


A Barrister-at-law entitled to practice
in and for the Province of Manitoba

Ryan Nerbas

From: jeff approvedfinancing.ca <jeff@approvedfinancing.ca>
Sent: July 21, 2023 12:13 PM
To: Stefano Amato; Alexis Cloutier
Cc: Rana Bokhari; sgbokhari@icloud.com; moebok1980@gmail.com; Dave Hill
Subject: FW: Portage la prairie

Categories: Moved to Synergy Matters

Good afternoon Stefano and Alexis

This project had a partnership agreement between Syed Bokhari and Darcy Shaver.

Darcy Shaver had stopped allowing the funds to go to the existing building contractor since the beginning of June, 2023.,

The draws were approved by the lender to give to the contractor, Gateway, but for what ever reason Darcy did not like their workmanship.

The contractors work has been approved at each draw by a National, professional , third party quantifier hired by the lender called BTY. Darcy had his own opinions of the quantification and would not accept their progress approval, even though Darcy had never been involved with a construction loan until now. Darcy decided to go against the projects forward motion. He has caused the project to stall since June 1st, 2023. , by not releasing funds due to the contractor.

Syed has a document that Darcy Shaver signed at the beginning pre construction, that allows Syed to control the project and forgo Darcy's non compliance activity. The shares of Darcy shaver on this corporation should be moved over entirely to Syed Bokhari by next week.

As soon as the shares are transferred back to Syed , then he could release the due amount owed to the contractor to get the project back on its feet.

I am advising you of this matter below now, as the city has their own concerns as stated below. We feel that this will be resolved next week with all concerned

Thank you

Jeff

Jeff Silverstein, AMP

President

Approved Financing Centre

275 Garry Street

Winnipeg, Manitoba

R3C 1H9

From: Nathan Peto <npeto@city-plap.com>
Date: July 21, 2023 at 9:12:23 AM MDT
To: Syed Bokhari <sgbokhari@icloud.com>, Jeff Silverstein
<jeff@approvedfinancing.ca>
Cc: Brad Bailey <bbailey@city-plap.com>
Subject: RE: Please call Monday afternoon

Good Morning Syed,

My apologies for the late reply and issues you've had with my voicemail.

I am sorry to hear about your difficulty with your business partner and I hope your challenges are resolved quickly. I would appreciate regular updates on your situation, as the City has significant public safety concerns.

Currently, the construction site is completely unsupervised and the buildings are in a state in which they are most vulnerable to fire. A fire in these buildings would be very difficult to attack and keep from spreading through your whole development. Additionally, because of the size and scope of your development, a fire would put several City blocks at risk. Fire Chief Brad Bailey has been updating your partners about these concerns for some time with little action.

I need to get a solid idea of when you expect to regain control of the site. When that occurs we need immediate action on these safety concerns. I would suggest we setup a meeting with our Fire Chief to outline our expectations.

Regards,

Nathan

-----Original Message-----

From: Syed Bokhari <sgbokhari@icloud.com>
Sent: Friday, July 14, 2023 3:41 PM
To: Nathan Peto <npeto@city-plap.com>; Jeff Silverstein <jeff@approvedfinancing.ca>
Subject: Please call Monday afternoon

Hi Nathan I tried calling a few times this morning Had issues with messages.

Can you please gimme a ring
204-541-0601 (Monday afternoon)

I want to fill u in to what's going on - we had a huge disruption due to our partner Darcy Shaver.

He has literally stopped signing off on the construction draws for the past 60 days in- fact He he has not let me make the mortgage payment on July 1 on the project.
I have always for the past 18 months prepaid the mortgage and it was always

reimbursed back and I would then always keep paying ahead for the next month. Now I have literally paid 2 payments for the mortgage from my person pocket totally over \$240,000 but this crazy nut will not sign off to let me get my money to make the payment.

The last two months has been a bad situation he didn't let any work continue on the site- because he's not releasing the draws from back in end of April and may. It doesn't work that way u cannot stop payments - the lender has told him many times we all have but he doesn't understand it doesn't work that way.

He's gone nuts for whatever personal reasons I dunno and honestly there's no excuse- at the this time my lawyer David Hill and my sister Rana and our group of litigators are waiting for reply back til Tuesday - after that an emergency injunction will be placed to remove him Darcy from the company and my shares back to me and things will be in full swing once again to complete my project in portage le prairie.

The project is named after my father Tahir - in the last year alone as u are aware I've been feeding close to 1 million people my self for my Father was everything so it's not just business or a building.

So for me portage le prairie isn't a joke.

It's serious I worked 7 years on this designed it all my self I've put years of energy into it and I believe in my concept if 3 bedroom/ 2 full bath family units. I believe in what I'm building and what I've created.

It has my family name Bokhari on it - for me it's not just a project.

When u call on Monday afternoon I will give u details and u will get a good idea of what I've been dealing with the past while and also why no works being done the last while. We have met multiple times and you I'm sure understand the passion I have about houseing and creating housing like I am doing.

I want to talk to you but I don't want too create a situation at the city- we need to deal with this with (caution) so that upon resolving this issue we can have no issues. People talk.

I have attached my friend and financial advisor Jeff who's helped for the past few years to get this moving. It's a healthy project - imagine having an end value of \$55 million with a loan of maybe \$34 million- and the location next to Walmart and in a town like portage le prairie that I love. As I said It's not just business for me it's personal.

Sent from my iPhone

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

This is **Exhibit "I"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.


A Barrister-at-law entitled to practice
in and for the Province of Manitoba

Ryan Nerbas

From: rbokhari@bswlaw.ca
Sent: July 13, 2023 1:55 PM
To: Darcy Shaver
Cc: swc@htlaw.ca; Dave Hill
Subject: Notice
Attachments: Ltr July 13 D. Shaver.pdf

Categories: Moved to Synergy Matters

Good Afternoon.

Please see attached.
Rana Bokhari

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Darcy Shaver
87 Lakeshore Road,
Winnipeg, MB
R3T 4A6

July 13, 2023

Subject: Notice of Share Callback - Bokhari Development Inc.

Dear Ms. Shaver,

RE: Shares of Bokhari Development Inc.

I represent Mr. Syed Bokhari, the owner of the Shares pertaining to Bokhari Development Inc. You currently hold these Shares as the nominee, as per the Declaration of Bare Trust and Agency Agreement "Bare Trust Agreement" dated February 1, 2021.

This is your written direction as per Section 2(d) that we hereby demand the immediate return of the Shares to Mr. Syed Bokhari.

Please acknowledge receipt of this letter and confirm in writing within 48 hours that you will promptly return the Shares to Mr. Syed Bokhari. Additionally, provide a detailed timeline for the transfer of the legal title to the Shares to Mr. Syed Bokhari.

Be advised that if we do not receive a satisfactory response within the given timeframe, we will have no choice but to take all necessary legal measures to protect Mr. Bokhari's rights and interests in the Shares, including seeking appropriate remedies and damages.

Your immediate attention to this critical issue is expected and appreciated.

Yours sincerely,

This is **Exhibit "J"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.



A Barrister-at-law entitled to practice
in and for the Province of Manitoba

Ryan Nerbas

From: Scott Cannon <swc@htlaw.ca>
Sent: July 14, 2023 10:38 AM
To: rbokhari@bswlaw.ca; Darcy Shaver
Cc: Dave Hill; Stephan Thliveris
Subject: RE: Notice

Categories: Moved to Synergy Matters

Ms. Bokhari,

We are in receipt of the correspondence. At this time, we are advised that Mr. David Hill is acting as counsel for Mr. Syed Bokhari, which has been confirmed between our office and his as of this email. In order for us to properly acknowledge the notice, same would need to be provided by Mr. Hill or have some level of correspondence indicating your retainment as well by Mr. Bokhari.

We have reviewed the Bare Trustee and Agency Agreement and note the provisions cited in your correspondence. We also note that there is not time frame for response on said demand. While it is acknowledged as to your 48hr timeframe, until proper notice from representation is received. Once done, we believe our client will act in accordance with the duties outlined in the Agreement.

Regards,

Scott W. Cannon



Construction and Commercial Lawyers
1430 - 363 Broadway, Winnipeg, Manitoba, R3C 3N9
Direct: 204-289-1524 | Office: 204-289-1523 | Fax: 204-289-1520
www.htlaw.ca

From: rbokhari@bswlaw.ca <rbokhari@bswlaw.ca>
Sent: Thursday, July 13, 2023 1:55 PM
To: Darcy Shaver <darcy_shaver@hotmail.com>
Cc: Scott Cannon <swc@htlaw.ca>; Dave Hill <dhill@hillcounsel.com>
Subject: Notice

Good Afternoon.

Please see attached.
Rana Bokhari

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the

named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

This is **Exhibit "K"** referred to in the Affidavit of
Syed Ghazanfar Bokhari sworn before me this 7th
day of August, 2023.


A Barrister and Solicitor in and for
the Province of Manitoba