This is the 4th affidavit
of Macario Teodoro Reyes in this case
and was made on 07/JUNE/2021

No. S-205095
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF PORT CAPITAL DEVELOPMENT (EV) INC. and EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP

AFFIDAVIT

I, **MACARIO TEODORO REYES**, businessman, of 325 West 4th Avenue, Vancouver, BC V5Y 1H3, SWEAR (OR AFFIRM) THAT:

1. I am a director and officer of Port Capital Group Inc. ("**Port Capital Group**"), the petitioner Port Capital Development (EV) Inc. (the "**General Partner**") and 1296371 B.C. Ltd. ("**129**"), and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be made upon information and belief, and, as to such facts, I verily believe the same to be true.

2. I swear this affidavit to provide certain updates to matters described in my second affidavit, sworn May 21, 2021. Capitalized terms in this affidavit have the meaning given to them in my second affidavit, unless otherwise defined herein.

3. At paragraph 21 of my second affidavit, I noted that working capital for the Petitioners, after repayment of CMLS, would be provided by new investments from a mix of some existing limited partners, and some new third party investors. I expect the Petitioners will raise an additional $3 to $5 million, and I note we already have conditional commitments for $785,585 in new funding.

4. This new investment will be new equity capital, and will likely require amending the existing limited partnership structure to facilitate that investment. The amendment will likely involve the creation of a new class of limited partner units (the "**Class A Units**") within Evergreen House Limited Partnership (the "**LP**"), with preferential rights over the existing limited partnership units to facilitate that investment. However, the details of this restructuring are still being finalized. As a result, it is unlikely this investment will be in place immediately upon completion of the refinancing.

5. However, in order to ensure there is capital available immediately upon completion of the refinancing transaction, NumberCo (i.e. 1260780 B.C. Ltd.) has agreed to advance a further unsecured convertible loan to the Petitioners, in the maximum principal amount of $750,000 (the "**Convertible Loan**"). The Convertible Loan will, at NumberCo's option, convert into Class A Units following the restructuring outlined above.

6. Now shown to me and attached hereto as **Exhibit "A"** is a copy of the commitment letter, signed by NumberCo and the Petitioners, in respect of the Convertible Loan. I am informed by Robert Quon, of Dentons, and verily believe the same to be true, that Dentons holds the funds required to advance this loan in trust.

7. I understand $750,000 is sufficient to allow the Petitioners to meet the minimum required expenses that will be incurred over the six-month extension period being sought in connection with the CMLS refinancing transaction.

SWORN (OR AFFIRMED) BEFORE ME at Vancouver, BC, on 04/JUNE/2021	
A Commissioner for taking Affidavits within British Columbia	**MACARIO TEODORO REYES**

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This is **Exhibit "A"** referred to in the
Affidavit of T. REYES sworn
this 7th day of June, 2021.

A Commissioner for taking Affidavits within
British Columbia

1260780 B.C. LTD.
Commitment Letter

$750,000
Unsecured Convertible Loan Facility

Borrowers:	Evergreen House Development Limited Partnership (the "**LP**"); and Port Capital Development (EV) Inc. (collectively, the "**Borrowers**").
Lender:	1260780 B.C. Ltd. (the "**Lender**").
Loan Facility:	Subject to the conditions below, the Lender hereby agrees to advance, in such amounts as may be requested by the Borrowers from time to time, to a maximum principal amount of $750,000 (the "**Loan Facility**").
Interest:	NIL
Term:	On the date of satisfaction of all condition(s) precedent set out in this letter to **December 31, 2021,** subject to any extension(s) as the Lender, in its sole discretion, may agree (the "**Term**" and the last day of the Term shall be referred to as the "**Maturity Date**").
Repayment:	Repayable at any time, at the option of the Borrowers, or upon the Maturity Date, whichever occurs first.
Conversion:	The Lender shall have the right, in its sole discretion, at any time and from time to time, on ten (10) days' written notice to the Borrowers, to elect to convert (the "**Conversion**") on the date(s) specificed in such notice(s) all or part of the unpaid principal amount outstanding from time to time into that number of limited partnership units in the LP, either existing or to be created, that will be preferential to all classes of units in the LP including, without limitation, with respect to preferential return, payment of net income of the LP, and return of capital (the "**Conversion Units**"), at the subscription price of one (1) dollar for each Conversion Unit. The Lender may assign at any time and from time to time its right to acquire the Conversion Units to any person or persons, without the consent of the Borrowers, provided the Lender has provided notice to the Borrowers and has specified in such notice the amount of Conversion Units being assigned, and the acquisition of the Conversion Units by such person or persons does not violate any applicable law or statute. Upon completion of the Conversion, the Borrowers shall be released and discharged from their obligations and liabilities under this letter with respect to the portion of the Loan Facility that is subject of Conversion. The Lender and its assignees shall be entitled to receive and to become the

	holder of record of such number of Conversion Units as determined in the preceding paragraphs, and the Conversion Units shall be fully paid and non-assessable.
Use of Proceeds:	For working capital purposes only.
Conditions Precedent:	• Completion of the refinancing transaction among Domain Mortgage Company, as lender, the Borrowers, as borrowers, and others, to facilitate repayment of all amounts owing to CMLS Financial Ltd. and the assignment of all security held therefor.
Further Assurances:	Each party to this letter agrees to execute and deliver all such further documents and materials and do such further acts and things as may be reasonably necessary from time to time to give effect to this letter.
Time of Essence:	Time shall be of the essence.
Enurement:	This letter will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
Counterparts:	This letter may be executed in counterparts and in electronic form and each of such counterpart will be deemed to be an original, and all of such counterparts, when taken together, will constitute on and the same letter.

[Signature Page Follows]

This letter shall be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1260780 B.C. LTD.

Per:

EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP,
by its general partner, **PORT CAPITAL DEVELOPMENT (EV) INC.**

Per

PORT CAPITAL DEVELOPMENT (EV) INC.

Per