Form 109 (Rule 22-2(2) and (7))

This is the 5th affidavit
of Macario Teodoro Reyes in this
case and was made on
10/DECEMBER/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

[Rule 22-2 applies to affidavits and Rule 22-3 applies to all forms.]

I, Macario Teodoro Reyes, businessman, of 325 West 4th Avenue, Vancouver, BC V5Y 1H3, AFFIRM THAT:

1. I am a director and officer of the Port Capital Group Inc. ("**Group Inc.**"), as well as a director and officer of the Petitioner Port Capital Development (EV) Inc. (the "**GP**") and accordingly have personal knowledge of the facts and matters to which I depose in this affidavit, except where stated to be based on information and belief, and whereso stated, I verily believe them to be true.

Proceeding Update

2. The transactions provided for in the Order of the Court of Appeal made on September 22, 2021 (the "**Refinancing Order**"), closed on or about October 28, 2021. Capitalized terms in this affidavit have the same meaning as in the Refinancing Order and the Amended and Restated Initial Order made June 8, 2020 as subsequently amended by the Refinancing Order (the "**ARIO**").

3. Since the closing of the transactions contemplated by the Refinancing Order, the Petitioners have been engaged in a process of determining how best to address their insolvency with a view to obtaining new construction financing. This process has included engagement with key stakeholders and other parties, including:

(a) the New Lenders and Aviva, regarding this application and the Petitioners' strategy to resolve these proceedings;

(b) certain pre-filing construction trades and consultants whose co-operation in remobilization will be important to making the Petitioners' project attractive to a construction lender;

(c) a significant real estate marketing company who would develop a communications and marketing strategy for both existing and future pre-sales;

(d) general contractors, trades and construction managers who may be involved in completing the Terrace House Project, from whom the Petitioners are in the process of seeking competitive proposals; and

(e) potential new construction lenders, from whom the Petitioners expect to receive term sheets before the holidays.

Application for an Increase in the Working Capital Facility

4. It has become apparent that the Petitioners will need additional working capital beyond that provided for in paragraph 17 of the Refinancing Order if they are to move forward towards a restructuring. Because of interest accrual and accrual of professional fees, there was effectively no working capital left over for the Petitioners following the closing on October 28, 2021.

5. Through negotiations, Domain has agreed in principle to increase its loan to the Petitioners by $1.3 million (the "**Third Loan Segment**") over and above the $14.7 million advanced on October 26, 2021, bringing the total facility to $16.0 million.

6. Attached as **Exhibit "A"** to this my Affidavit is a copy of a Loan Retainer Agreement between Domain, the Petitioners, Group Inc. and myself dated December 1, 2021. This is a non-

binding document which is intended to be supplanted by a commitment letter. I am advised by John Kim of Domain and verily believe that this is expected to occur by December 10, 2021. In order to provide as much notice to the Service List as possible, I am providing evidence at this time based on the Loan Retainer Agreement and will supplement that evidence with the commitment letter once it is received.

7. Material terms of the proposed amended New Loan Facility are as follows:

(a) Maturity of the Third Loan Segment will be co-terminus with the existing loan, which is presently May 1, 2022;

(b) The whole loan can be prepaid without penalty provided that a minimum in interest of $104,000 is paid to Domain;

(c) The Third Loan Segment will bear interest at 24.00% per annum, compounded monthly;

(d) There will be a loan servicing fee for the Third Loan Segment of 0.25% per annum, calculated and paid monthly;

(e) The Petitioners will be making monthly payments in respect of the Third Loan Segment of $26,270.83 (from an interest reserve);

(f) The Petitioners will incur loan fees of 3.00% on the Third Loan Segment; and

(g) After reserves and fees, the Third Loan Segment is expected to provide net funding to the Petitioners of $993,916.67 for working capital.

8. Given the provisions of the ARIO, any further funding of working capital has to be acceptable to the New Lenders and to Aviva. None of them have expressed a willingness for any other secured lender to be introduced to the project at this time. Accordingly, the Petitioners believe that Domain is realistically the only potential source of working capital financing and have sought to negotiate the best possible terms with Domain that they could.

9. The Third Loan Segment, if funded, will enable the Petitioners to make certain critical payments in order to preserve value and facilitate a resolution to this proceeding, including:

(a) Post-filing obligations in respect of site preservation and maintenance;

(b) Property tax;

(c) Preservation of the crane swing and easement rights;

(d) Professional fees for the preparation of a new property disclosure statement;

(e) Development of presale marketing materials; and

(f) Fees and costs anticipated to be required in order to secure a commitment from a new construction lender.

10. The Petitioners have consulted with the Monitor regarding a cashflow forecast premised upon the Third Loan Segment being advanced and I understand that a cashflow through to the week of April 30, 2022 will be provided to the Court in the Monitor's report.

11. It is my belief that approval of the proposed Third Loan Segment would not prejudice any stakeholder in this proceeding. Such approval has the support of the Petitioners' secured creditors. The Petitioners' unsecured creditors are unlikely to obtain any recovery in the event of a liquidation based on the results of the prior SISP process in this proceeding, and as such approval of the Third Loan Segment represents their best opportunity to derive some form of recovery.

AFFIRMED BEFORE ME at Vancouver, British Columbia, on 10/DECEMBER/2021.	)))))	
A Commissioner for taking affidavits for British Columbia	)))	Macario Teodoro Reyes

DAVID E. GRUBER
Barrister & Solicitor
BENNETT JONES LLP
2500 PARK PLACE - 666 BURRARD STREET
VANCOUVER, B.C. V6C 2X8
TEL: 604.891.5150 FAX: 604.891.5100

This is Exhibit "A" referred to in the affidavit of Macario Teodoro Reyes affirmed before me at Vancouver, British Columbia this 10th day of December, 2021.

A Commissioner for taking Affidavits within British Columbia

DOMAIN FUNDING

Domain Funding
1100-1040 West Georgia St.
Vancouver, BC V6E 4H1
604.681.3000

BY E-MAIL

Wednesday, Dec. 1, 2021

Evergreen House Development LP
Port Capital Development (EV) Inc.
Port Capital Development Inc.
Mr. Macario Teodoro Reyes
c/o 325 West 4th Avenue,
Vancouver, B.C. V5Y 1H3

E-mail: tobi@portliving.com

Dear Sir(s)/Madams(s):

LOAN RETAINER AGREEMENT
2021-BC011

RE:

Mortgage Financing:	**$10,500,000 (the "First Loan Segment" – funded)** **$ 4,200,000 (the "Second Loan Segment" – funded)** **$ 1,300,000 (the "Third Loan Segment" – to be funded)** **$16,000,000** **Together, the First Loan Segment, the Second Loan Segment, and the Third Loan Segment are referred to herein as the "Loan"**
Secured Property:	**±8,258 sq. ft. mixed-use development site located at 1250 West Hastings Street, Vancouver, B.C. and as further described in the Appraisal Report prepared by Ryan ULC with an effective date of April 14, 2021 (referred to herein as the "Secured Property")**

Bankers Mortgage Corporation, doing business as Domain Funding (referred to herein as "Domain Funding"), is the exclusive mortgage broker of Domain Mortgage Corp.

You have previously retained Domain Funding to obtain financing over the Secured Property from Domain Mortgage Corp. pursuant to the Loan Retainer Agreement dated April 29, 2021. The First Loan Segment and the Second Loan Segment in aggregate of $14,700,000 were funded on or about October 26, 2021.

This Loan Retainer Agreement is to reflect your application for a $1,300,000 Third Loan Segment to be added to the Loan and to be funded as a second advance of the Loan.

The following terms and conditions are proposed:

1.0 SUMMARY OF LOAN TERMS:

1.1 LENDER/MORTGAGEE:

Name:	**Domain Mortgage Corp.** syndicated in trust for private mortgage investors, and/or nominee.
Address	1100-1040 W. Georgia St., Vancouver B.C. V6E 4H1

1.2 BORROWER(S)/MORTGAGOR(S):

Name:	**Evergreen House Development Limited Partnership**
Relationship:	The beneficial owner of the Secured Property
Address:	325 West 4th Avenue, Vancouver, B.C. V5Y 1H3

Name:	**Port Capital Development (EV) Inc.**
Relationship:	The General Partner of Evergreen House Development Limited Partnership
Address:	325 West 4th Avenue, Vancouver, B.C. V5Y 1H3

1.3 COVENATOR(S):

The Lender(s) will require the Loan to be guaranteed by the personal and/or corporate shareholders of the Borrowing Company(s) and/or others. The Lender(s) must be satisfied that the Covenantors have sufficient financial resources and real estate development/investment experience to qualify to guarantee the Loan.

To date the following Covenantors have been identified:

Name:	**Macario Teodoro Reyes**
Relationship to Borrower:	Principal of Port Capital Development Inc.
Address:	#801-2211 Cambie Street, Vancouver, B.C. V5Z 2T5

Name:	**Port Capital Development Inc.**
Relationship to Borrower:	100% shareholder of Port Capital Development (EV) Inc.
Address:	325 West 4th Avenue, Vancouver, B.C. V5Y 1H3

1.4 LOAN TYPE AND PURPOSE:

The Borrower(s) are seeking additional funds for the exclusive purpose of reviving the Terrace House Condominium Project located at the Secured Property which has stalled due to the Covid-19 pandemic, a CCAA proceeding involving the Borrower(s), and a series of liens registered on title to the Secured Property. Uses of funds are expected to include consultants' expenses, sales and marketing expenses, finance expenses, etc.

The First Loan Segment and the Second Loan Segment of the Loan in the aggregate amount of $14,700,000 were funded on or about October 26, 2021, and were secured by a super-priority court ordered charge over all assets, undertakings and property of the Borrower(s) including the following Mortgage, Assignment of Rents, and Modification:

Nature:	MORTGAGE
Registration Number:	CA7337616
Registration Date and Time:	2019-02-06 15:25
Registered Owner:	DOMAIN MORTGAGE CORP. INCORPORATION NO. BC1140295
Transfer Number:	CA9459739
Remarks:	MODIFIED BY CA9459782

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA7337617
Registration Date and Time:	2019-02-06 15:25
Registered Owner:	DOMAIN MORTGAGE CORP. INCORPORATION NO. BC1140295
Transfer Number:	CA9459740

Nature:	MODIFICATION
Registration Number:	CA9459782
Registration Date and Time:	2021-10-26 15:59
Remarks:	MODIFICATION OF CA7337616

1296371 B.C. Ltd. along with 1260780 B.C. Ltd. are Junior-ranking participants in the current ownership of the Existing Security by way of a Participation and Standstill Agreement with Domain Mortgage Corp. dated on or about Oct. 26, 2021 (the "Participation Agreement").

It will be a condition of the Third Loan Segment that the Participation Agreement be amended and executed by the parties to the agreement.

1.5 LOAN DETAILS:

Loan Amount:	$10,500,000 (the "First Loan Segment" – funded) $ 4,200,000 (the "Second Loan Segment" – funded) $ 1,300,000 (the "Third Loan Segment" – to be funded) $16,000,000
Loan Term:	6 months from the Interest Adjustment Date of the First Loan Segment and the Second Loan Segment to mature May 1, 2022. For greater certainly, the maturity date of the Third Loan Segment will be co-terminus with the maturity date of the First Loan Segment and the Second Loan Segment.
Early Repayment Terms:	The Loan may be repaid in full without penalty provided the Lender receives minimum interest of $104,000 (the "Minimum Interest")
Amortization:	Interest Only
Interest Rate:	Third Loan Segment: 24.00% per annum, compounded monthly
Loan Servicing Fee:	Third Loan Segment: 0.25% per annum, calculated and paid monthly
Monthly Payments:	Third Loan Segment: $ 26,000.00 interest payment $ 270.83 Loan Servicing Fee (0.25% of Third Loan Segment) $ 26,270.83 subtotal
Loan Funding Date:	Third Loan Segment: Estimated to be during the month of December 2021. Exact date to be specified by the Lender.
Loan Fee(s):	Third Loan Segment: 2.00% of Third Loan Segment = Domain Funding Mortgage Broker Fee 1.00% of Third Loan Segment = Domain Securities Corp. Fund Raising Fee NOTE *1: See Schedule "A" for more information on the Loan Fees*

1.6 LOAN FUNDING FORMULA (Third Loan Segment):

Loan proceeds to be used in accordance with the following Uses and Sources of Funds Budget:

Uses of Funds		
Monthly Payment Reserve (4 months - incl. Loan Servicing Fee)	$	105,083.33
Domain Funding Mortgage Broker Fee (2.0% of Third Loan Segment)	$	26,000.00
Domain Securities Corp Fund Raising Fee (1.0% of Third Loan Segment)	$	13,000.00
Domain Securities Corp Fund Raising Fee (Previously owing)	$	147,000.00
Lender's legal fees, title insurance, misc., etc. (estimate)	$	15,000.00
Funds available to use by the Borrower related to the Terrace House Project	$	993,916.67
Total Uses of Funds	**$**	**1,300,000.00**

Sources of Funds		
Domain Mortgage Corp. Mortgage Loan Amount (Third Loan Segment)	$	1,300,000.00
Total Sources of Funds	**$**	**1,300,000.00**

Initials of Borrower(s)/Covenantor(s):

NOTE 1: The above budget has been prepared by Domain Funding based on information provided by the Borrower(s) and Covenantor(s) and is subject to change.

NOTE 2: All figures listed in above budget are subject to verification and approval by the Lender.

NOTE 3: At the option of the Lender, any Loan proceeds will be controlled and/or disbursed by the Lender or its solicitor for the purposes outlined above or for other Lender-approved purposes.

1.7 LOAN RESERVE(S):

The Lender requires the Borrower(s) to assign a Monthly Payment Reserve to the Lender from the proceeds of the Third Loan Segment (the "Loan Reserve(s)"). Upon payout of the Loan in full, any unused amounts in the Loan Reserve(s) will be returned to the Borrower(s) subject to the Early Repayment Terms outlined herein.

1.7.1 MONTHLY PAYMENT RESERVE:

Third Loan Segment:

The Borrower(s) will assign $105,083.33 to the Lender from the proceeds of the Third Loan Segment which will be added to the existing Monthly Payment Reserve to be used to make the monthly interest payments and Loan Servicing Fee during the remaining Loan Term. Thereafter, 100% of the Monthly Payments will be made from the Borrower(s) and Covenantor(s) other financial resources.

1.8 PERMISSIBLE PRIOR ENCUMBRANCES:

The Lender will permit the following prior-ranking charge(s) to be registered against title to the Secured Property:

None.

1.9 PERMISSIBLE SUBSEQUENT ENCUMBRANCES:

The Lender will permit the following subsequent-ranking financial charge(s) to be registered against title to the Secured Property:

Those charges registered against Land Title No. CA7287055 set out in Schedule "D"

Unless otherwise consented to by the Lender in writing, all subsequent financial charge(s) are to execute Priority Agreement(s) in favour of Domain Mortgage Corp., satisfactory to the Lender and/or the Lender's solicitor.

1.10 SPECIAL TERMS AND CONDITIONS:

A. Court approval of the proposed Third Loan Segment outlined in this Loan Retainer Agreement.

B. Consent of Aviva Insurance Company of Canada to the transfer and assignment of the Existing Loan and Existing Security to Domain Mortgage Corp., and the amendment/supplement of the Existing Loan and the Existing Security as contemplated herein.

C. Borrower(s) and Covenantor(s) to execute the Loan Retainer Agreement issued by Domain Funding dated May 12, 2021 (which according to our records has not been executed).

D. Other Special Terms and Conditions that may be recommended by the Lender's solicitor.

1.11 LOAN SECURITY:

The Lender will require the following Loan Security and other or further Loan Security, all of which must be found satisfactory to the Lender(s) and its solicitor:

At time of $1,300,000 Third Loan Segment:

a) All of the Loan Security in effect at the time of the $14,700,000 initial advance of the Loan.

b) Assignment of a $105,083.33 to the Lender to be added to the existing Monthly Payment Reserve.

c) Modification of FCT Loan Policy in favour of the Lender to recognise the $1,300,000 Third Loan Segment as outlined herein.

d) Modification of the Participation Agreement, signed by the Junior Lender, to give effect to the priority of $1,300,000 Third Loan Segment as outlined herein.

e) Court approval of the $1,300,000 Third Loan Segment as outlined herein.

f) Such other and further Loan security in connection with the Secured Property as may be required by the Lender or its solicitor.

2.0 LOAN APPROVAL

In order to proceed, Domain Funding requires the following material all of which must be found to be acceptable to Domain Funding and the Lender:

$1,300,000 Third Loan Segment:

a) Executed copy of this Loan Retainer Agreement.

b) Confirmation of no default under the Loan.

c) Satisfactory review by the Lender of the Certificate of Title for the Secured Property including all registered charges.

d) Satisfactory inspection of the Secured Property by the Lender.

e) Satisfactory credit review of the Borrower(s) and Covenantor(s).

a) Appraisal Report(s) and Transmittal Letter(s) from a Lender-approved appraisal firm demonstrating:

- $26,000,000 minimum "as is" land value for the Secured Property

f) Budget of proposed use of net proceeds from the Third Loan Segment.

g) Such other and further information and material that may be requested by Domain Funding or the Lender.

3.0 LOAN FEE(S), DISCLOSURE, AUTHORIZATION, AND ACCEPTANCE:

3.1 LOAN FEE(S):

Before accepting this Loan Retainer Agreement, you must read, understand, and agree with the Loan Fee(s) outlined in Schedule "A".

3.2 DOMAIN FUNDING NOTICE AND DISCLOSURE:

Before accepting this Loan Retainer Agreement, you must read, understand, and agree with Domain Funding's Notice and Disclosure outlined in Schedule "B".

3.3 BCFSA CONFLICT OF INTEREST AND DISCLOSURE

Before accepting this Loan Retainer Agreement, you must read, understand, and agree with the BC Financial Services Authority (BCFSA) Form 10 Conflict of Interest Disclosure Statement outlined in Schedule "C".

Initials of Borrower(s)/Covenantor(s):

3.4 BORROWER(S) DISCLOSURE:

The Borrower(s) disclose to Domain Funding that the purpose of the Loan is primarily for business, investment or commercial purposes and is not primarily for personal, family or household purposes.

3.5 CREDIT AUTHORIZATION & IDENTITY VERIFICATION:

The Borrower(s) and Covenantor(s) agree to grant permission to Domain Funding to conduct a complete credit and identity verification investigation upon acceptance of this Loan Retainer Agreement.

3.6 ACCEPTANCE:

The Borrower(s) and Covenantor(s) should indicate their acceptance of this Loan Retainer Agreement by signing where indicated below, and by initialing Schedule "A", Schedule "B", Schedule "C", and Schedule "D" attached, and returning to Domain Funding on or before **5:00 PM on Friday, December 3, 2021.**

This is not a commitment to provide Financing.

Yours truly,

DOMAIN FUNDING

PER: Alexander Hayne

ACCEPTANCE OF LOAN RETAINER AGREEMENT

We hereby accept and agree to the terms and conditions outlined in this Loan Retainer Agreement and retain Domain Funding as our mortgage broker to arrange the Loan from Domain Mortgage Corp. as outlined herein.

We hereby agree to pay to Domain Funding the Loan Fee(s) outlined in Schedule "A", attached.

We hereby confirm that we have read, understood, and agreed with Schedule "B", attached.

We hereby confirm that we have read, understood, and agreed with Schedule "C", attached.

Dated this 2nd day of December 2021.

BORROWER(S):	COVENANTOR(S):
Evergreen House Development Limited Partnership PER: Authorized Signatory	**Port Capital Development Inc.** PER: Authorized Signatory
Port Capital Development (EV) Inc. as the General Partner of Evergreen House Development Limited Partnership PER: Authorized Signatory	**Mr. Macario Teodoro Reyes** Mr. Macario Teodoro Reyes

SCHEDULE "A" – LOAN FEE(S)

The Borrower(s) and Covenantor(s) agree to pay Domain Funding the following Loan Fee(s) in connection with the Third Loan Segment:

1.0 MORTGAGE BROKER FEE:

$ 26,000.00 = 2.00% of Third Loan Segment arranged by Domain Funding (the "Mortgage Broker Fee")

The Mortgage Broker Fee will be earned by Domain Funding upon Domain Funding providing the Borrower(s) with a Loan Commitment Letter(s) containing terms substantially similar to those outlined herein or otherwise acceptable to the Borrower(s).

The Mortgage Broker Fee is due and payable to Domain Funding as follows:

$ 26,000.00 - Upon the earlier of: (a) the funding of the Third Loan Segment; or (b) the Third Loan Segment Funding Date specified in the Loan Commitment Letter(s); or (c) the cancellation of this Loan Retainer Agreement by the Borrower(s). The $26,000.00 balance of the Mortgage Broker Fee will be further evidenced and secured by a Promissory Note to be issued and executed by the Borrower(s) and Covenantor(s) along with the Loan Commitment Letter(s).

2.0 FUND RAISING FEE:

$ 13,000.00 = 1.00% of Third Loan Segment arranged by Domain Funding (the "Fund Raising Fee")

The Fund Raising Fee will be due and payable to Domain Securities Corp. as follows:

$ 13,000.00 - Upon the earlier of: (a) the funding of the Third Loan Segment; or (b) the Third Loan Segment Funding Date specified in the Loan Commitment Letter(s); or (c) the cancellation of this Loan Retainer Agreement by the Borrower(s).

Fund Raising Fee in amount of $147,000.00 applicable to the initial advance of the $14,700,000 has not been paid by the Borrower(s). Pursuant to the Promissory Note dated October 25, 2021, payment towards the Fund Raising Fee for the initial advance of $14,700,000 will be paid to Domain Securities Corp. from the proceeds of the Third Loan Segment.

It is agreed that the Fund-Raising Fee is non-refundable and is to be applied on account of the reasonable costs of Domain Securities Corp.'s work and expenses in raising funds to fund the Loan outlined in this Commitment Letter. In the event the Loan Commitment Letter is cancelled, either by the Lender or by the Borrower, or in the event the Loan is not funded for any reason, the Fund Raising Fee shall be retained by the Lender as liquidated damages, and not as a penalty.

3.0 NON-REFUNDABLE WORKING FEE:

Not Applicable

4.0 EXIT FEE:

$ 26,000.00 = 2.00% of Third Loan Segment arranged by Domain Funding (the "Exit Fee")

The Exit Fee is due and payable to Domain Funding by the Borrower(s) upon the full repayment of the Loan unless:

a) the Loan is repaid in full on or before the Loan Balance Due Date to be specified in the Loan Commitment Letter(s); or
b) the Loan is repaid in full on or before the Loan Balance Due Date as extended pursuant to a Loan renewal, which may be offered by the Lender at its sole discretion to the Borrower(s); or
c) the Loan is repaid from a separate loan arranged by Domain Funding.

Initials of Borrower(s)/Covenantor(s):

SCHEDULE "B" - NOTICE AND DISCLOSURE

Domain Funding is not a financial advisor, legal advisor, real estate advisor, construction advisor or other kind of advisor except for a commercial mortgage advisor.

In its capacity as a commercial mortgage advisor, Domain Funding attempts to arrange loan financing secured by real estate on behalf of its clients. All activities performed by Domain Funding on behalf of its clients are solely with respect to its role as a commercial mortgage broker. All commercial mortgage broker activities are performed on a "commercially reasonable efforts" basis.

All costs associated with the efforts of Domain Funding to arrange loan financing are the responsibility of the clients on whose behalf Domain Funding is working. This may include appraisal, legal, consultants or other costs. All clients agree to indemnify Domain Funding for costs incurred on their behalf.

Prior to the funding of a loan pursuant to a loan approval or commitment to provide financing, there is never any assurance that Domain Funding will be successful in its efforts to arrange financing. There is always a risk that Domain Funding will be unsuccessful in its efforts to arrange financing.

From time to time, Domain Funding may express its opinions and beliefs to its clients or others about the likelihood of arranging financing. Also, Domain Funding may communicate information received from potential lenders or others regarding the likelihood of arranging financing. Notwithstanding the expression of its opinions or beliefs or the communication of information received from others, there is never any assurance that a financing will be successful until it is actually funded pursuant to a loan approval or commitment.

The ability of Domain Funding to successfully arrange mortgage financing is dependent on several factors, including but not limited to the following:

a) The ability of Domain Funding to receive timely and accurate information and material regarding the Borrower(s), the Covenantor(s), the Property to be financed, and other matters related to the financing.
b) The market value of the Property as determined by a qualified real estate appraiser, by Domain Funding, and/ or by a potential lender.
c) The characteristics of the Property to be financed including property type, property condition, historical and future property income, property location, etc.
d) The creditworthiness of the Borrower(s) and the Covenantor(s) as determined by Domain Funding and/or by a potential lender.
e) The real estate market conditions and mortgage lending standards that exist at the time of a loan application. NOTE: real estate market conditions and mortgage lending standards are subject to change.

In most matters related to commercial mortgage broker activities, time is of the essence. Failure by clients to meet deadlines or to act expeditiously may affect the ability of Domain Funding to arrange mortgage financing.

Any loan approval should be evidenced in writing and signed by an authorized signatory of the lender. No client should rely on a verbal loan approval or commitment to provide financing. This Loan Retainer Agreement constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions. This Agreement may not be modified in any respect except in writing which states the modification and is signed by both parties hereto.

Initials of Borrower(s)/Covenantor(s):

SCHEDULE "C"

Conflict of Interest Disclosure Statement Form 10

INSTRUCTIONS

1. Please type or print clearly
2. If additional information is required, reference and attach a schedule to this form

Neither the Registrar of Mortgage Brokers nor any other authority of the government of the Province of British Columbia has in any way passed on the merits of the matters dealt with in this disclosure statement. This information statement has not been filed with the Registrar of Mortgage Brokers and the Registrar has not determined whether or not it complies with Part 2 of the *Mortgage Brokers Act*.

PART 1 – INFORMATION

FULL NAME OF MORTGAGE BROKER: Bankers Mortgage Corporation dba Domain Funding

TELEPHONE NUMBER: 604 681 3000

ADDRESS (complete address including postal code): #1100 - 1040 West Georgia Street, Vancouver, B.C. V6E 4H1

ADDRESS OF PROPERTY TO BE MORTGAGED (complete address including postal code): 1250 West Hastings Street, Vancouver B.C., V6E 2M4

LEGAL DESCRIPTION OF PROPERTY TO BE MORTGAGED

LOT 18, EXCEPT THAT PART OF THE CANADIAN PACIFIC RAILWAY RIGHT-OF-WAY AS DESCRIBED IN ABSOLUTE FEE PARCELS BOOK, VOLUME 9, FOLIO 317, NO. 1164C, AND EXCEPT THE SOUTH 7 FEET NOW ROAD, BLOCK 29 DISTRICT LOT 185 PLAN 92
PID: 006-721-397

Describe any direct or indirect interest the mortgage broker has or, as currently contemplated, may acquire in the transaction for which this disclosure statement is provided.

1. The Mortgage Broker represents (a) Domain Mortgage Corp. and/or (b) syndicate mortgage lenders, and/or (c) Domain First Mortgage Investment Corporation, and/or (d) Domain High-Yield Mortgage Investment Corporation.
2. Domain Mortgage Corp., Domain First Mortgage Investment Corporation, Domain High-Yield Mortgage Investment Corporation, and Domain Securities Corp. have the following common officers/directors as the Mortgage Broker: Alexander Hayne and Shamir Alibhai.
3. The Mortgage Broker will be compensated for this mortgage transaction with a 2.0% Mortgage Broker Fee based on the Loan Amount, payable by the Borrower.
4. The Mortgage Broker or the Lender may be compensated in the future for this mortgage transaction with Administration Fee(s), Renewal Fee(s), Asset Monitor Fee(s), Exit Fee(s), and Servicing Fee(s), payable by the Borrower.
5. Domain Mortgage Corp. will be compensated with a Mortgage Administration Fee of 1.0% of the Loan Amount per year, payable by the investors in the mortgage investment.
6. Domain Securities Corp. is a related party to the Mortgage Broker and acts as the registered securities dealer in the raising of investment capital used to fund the Mortgage for which this Form 10 is required. Domain Securities Corp. will be compensated for this mortgage transaction with a 1.0% Fund Raising Fee based on the Loan Amount, payable by the Borrower.

Describe any direct or indirect interest that a related party or associate of the mortgage broker, as defined in the *Mortgage Brokers Act Regulations* has or, as currently contemplated, may acquire in the transaction for which this disclosure statement is provided.

Associates and/or related parties to the Mortgage Broker may acquire an interest in the mortgage investment.

PART 2 – CERTIFICATION

I certify that I am the mortgage broker or an authorized representative of the mortgage broker in this transaction and based on my knowledge, belief and information provided by third parties, this Disclosure Statement contains no untrue statement and does not omit to state a fact that is required to be stated or that is necessary to prevent a statement that is made from being false or misleading in the circumstances in which it was made.

FULL NAME OF MORTGAGE BROKER	ADDRESS (complete address including postal code)
Bankers Mortgage Corp. dba Domain Funding	#1100 - 1040 West Georgia Street, Vancouver B.C. V6E 4H1
SIGNATURE OF MORTGAGE BROKER OR AUTHORIZED REPRESENTATIVE	NAME OF AUTHORIZED REPRESENTATIVE OF MORTGAGE BROKER (PRINT NAME) John Kim
	DATE SIGNED (YYYY/MM/DD) 2021-12-01
ACKNOWLEDGEMENT OF RECEIPT SIGNATURE	PRINT NAME EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP
	DATE SIGNED (YYYY/MM/DD) 2021/12/02

Initials of Borrower(s)/Covenantor(s):

SCHEDULE "D"

Copy of Title No. CA7287055

Initials of Borrower(s)/Covenantor(s):