This is the 2nd Affidavit
of Suzanne Volkow in this case
and was made on September 9, 2022

No. S205095
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 AND COMPROMISE AND ARRANGEMENT OF
PORT CAPITAL DEVELOPMENT (EV) INC. and
EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP

AFFIDAVIT

I, Suzanne Volkow, of 2900 – 550 Burrard Street, Vancouver, British Columbia, SWEAR THAT:

1. I am a legal assistant in the law firm of Fasken Martineau DuMoulin LLP, solicitors for Solterra Acquisitions Corp. (**"Solterra"**), and as such have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.

2. Attached hereto as **Exhibit "A"** is a copy of a Notice of Assignment of Purchase and Sale Agreement delivered on September 9, 2022 via email by Solterra to Ernst & Young Inc., in its

capacity as the court-appointed Monitor of Port Capital Development (EV) Inc. and Evergreen House Development Limited Partnership.

3. Attached hereto as **Exhibit "B"** is a copy of the signed Assignment Agreement between Solterra as assignor, and Solterra Development (Terrace House) Corp. and Solterra (Terrace House) Limited Partnership as assignee.

SWORN BEFORE ME at Vancouver, British Columbia, on September 9, 2022.	)	
(articled student)	)	
A Commissioner for taking Affidavits for British Columbia	)	SUZANNE VOLKOW

Rebecca Barclay Ngurnambaye

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

604-631-3245

This is Exhibit " A" referred to in the affidavit of Suzanne Volkow

sworn before me at Vancouver

this 9th day of September 2022

A Commissioner for taking Affidavits for British Columbia

Rebecca Barclay Nguinambaye

From:	Rebecca Barclay Nguinambaye
Sent:	September 9, 2022 3:13 PM
To:	Bychawski, Peter
Cc:	Kibben Jackson; Suzanne Volkow
Subject:	Port Capital and Evergreen House; SCBC/Vancouver No. S-205095
Attachments:	Notice of Assignment - Signed.pdf

Hi Peter,
Please see the attached Notice directed to the Monitor. We will file our Notice of Application shortly then provide filed copies.
Thank you,

Rebecca Barclay Nguinambaye (she/her)
ARTICLED STUDENT

FASKEN

Fasken Martineau DuMoulin LLP
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rnguinambaye@fasken.com | www.fasken.com/en/Rebecca-Nguinambaye
550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3

NOTICE OF ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

Septemer 8, 2022

To: **Ernst & Young Inc., in its capacity as the court-appointed Monitor (the "Monitor") of Port Capital Development (EV) Inc. and Evergreen House Development Limited Partnership (collectively "the Vendor")**

Re: **Assignment of Purchase and Sale Agreement between the Vendor, as vendor, and Solterra Acquisitions Corp. (the "Assignor"), as purchaser, dated as of July 22, 2022 (the "Purchase Agreement") for the purchase and sale of the Purchased Assets as defined in the Purchase Agreement (the "Property")**

The Assignor hereby gives notice to the Vendor that the Assignor wishes to assign and transfer its entire right and interest in the Purchase Agreement to Solterra Development (Terrace House) Corp. and Solterra (Terrace House) Limited Partnership (collectively, the "**Assignee**") pursuant to an Assignment of Purchase and Sale Agreement dated for reference September 9, 2022 (the "**Assignment Agreement**") between the Assignor and the Assignee.

From and after the effective date of the Assignment Agreement, all rights and obligations of the Assignor in connection with the Purchase Agreement will become the rights and obligations of the Assignee.

The Assignor and the Assignee hereby confirm to the Vendor that:

1. The Assignor and the Assignee are and will be on the Closing Date (as defined in the Purchase Agreement) affiliates of each other within the meaning of the *Business Corporations Act* (British Columbia);

2. The Assignee agrees to be bound by all of the obligations and liabilities of the Purchaser under the Purchase Agreement as if it were the original Purchaser thereunder; and

3. The Assignor shall not be released from its obligations and liabilities to the Vendor under the Purchase Agreement.

4. The assignment of the Purchase Agreement by the Assignor to the Assignee will not result in any profit being realized by the Assignor.

5. This Agreement may be executed in counterparts, by electronic signatures, and delivered by electronic means. Each electronic copy will be deemed an original and may be used as evidence of execution. All counterparts of a document will, together, constitute the same document.

[signatures on following page]

Yours truly,

SOLTERRA ACQUISITIONS CORP.

Per: ______________________
Authorized Signatory

SOLTERRA DEVELOPMENT (TERRACE HOUSE) CORP.

Per: ______________________
Authorized Signatory

SOLTERRA (TERRACE HOUSE) LIMITED PARTNERSHIP

Per: ______________________
Authorized Signatory

This is Exhibit " B" referred to in the affidavit of Suzanne Volkow

sworn before me at Vancouver

this 9th day of September 2022

A Commissioner for taking
Affidavits for British Columbia

ASSIGNMENT OF OFFER TO PURCHASE

THIS ASSIGNMENT is made as of September __, 2022,

AMONG:

SOLTERRA ACQUISITIONS CORP.

(the "**Assignor**")

AND:

SOLTERRA DEVELOPMENT (TERRACE HOUSE) CORP.

(the "**GP**")

AND:

SOLTERRA (TERRACE HOUSE) LIMITED PARTNERSHIP, by its general partner **SOLTERRA DEVELOPMENT (TERRACE HOUSE) CORP.**

(the "**LP**" and together with the GP, the "**Assignee**")

WHEREAS:

A. By a purchase and sale agreement dated July 22, 2022 (the "**Purchase Agreement**") between the Assignor, as purchaser, and Port Capital Development (EV) Inc. and Evergreen House Development Limited Partnership (together, the "**Vendor**") the Vendor has agreed to sell and the Assignor has agreed to purchase the Purchased Assets (as defined in the Purchase Agreement); and

B. The Assignor has agreed to assign all of its right, title and interest in and to the Purchase Agreement to the Assignee, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. **Assignment**

The Assignor absolutely assigns, transfers and sets over unto the Assignee all the Assignor's estate, right, title and interest in and to the Purchase Agreement and the deposit paid thereunder.

2. **Indemnity**

The Assignee will well and truly observe and perform the obligations of the Assignor contained in the Purchase Agreement and will indemnify, defend and save the Assignor harmless therefrom and from any and all actions, suits, costs, losses, charges, damages, and expenses whatsoever arising in respect thereof.

7

3. **Representations and Warranties**

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement:

(a) the deposits have been duly paid as provided in the Purchase Agreement;

(b) the Purchase Agreement is valid and subsisting;

(c) the Assignor has full power and authority to assign the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(d) the Assignor is not in breach of any of its obligations under the Purchase Agreement.

4. **Further Assurances**

Each of the parties shall execute and deliver, at the request of the other, all such further documents and instruments, and shall do all things that are necessary to give full effect to the intent and meaning of this Assignment.

5. **Enurement**

This Assignment shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. **Time of the Essence**

The parties herby confirm that time shall remain of the essence of the Purchase Agreement, this Assignment and all of the transactions contemplated in it.

7. **Counterparts**

This Assignment may be signed in as many counterparts as may be necessary, and may be signed by facsimile, email or other means of electronic communications producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Assignment as of the day and year first above written.

SOLTERRA ACQUISITIONS CORP.

Per: ______________________
Authorized Signatory

SOLTERRA DEVELOPMENT (TERRACE HOUSE) CORP.

Per: ______________________
Authorized Signatory

SOLTERRA (TERRACE HOUSE) LIMITED PARTNERSHIP, by its general partner **SOLTERRA DEVELOPMENT (TERRACE HOUSE) CORP.**

Per: ______________________
Authorized Signatory