This is the First Affidavit of
Ian Jarvis in this case and
was made on September 23, 2024

No. H-230574
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ATRIUM MORTGAGE INVESTMENT CORPORATION

PETITIONER

AND:

MARVEL DEVELOPMENTS (LIONS GATE VILLAGE) LTD.
RAHIM FAKHARI
FERESHTEH AMIN

RESPONDENTS

AFFIDAVIT

I, **IAN JARVIS**, Managing Director for British Columbia, **SWEAR THAT**:

1. I am the Managing Director of Atrium Mortgage Investment Corporation ("**Atrium**") for British Columbia, the Petitioner in these proceedings. As such, I have personal knowledge of the truth of the matters herein, except where stated to be based upon information and belief, in which case, I verily believe the same to be true.

2. I am authorized to make this Affidavit on behalf of Atrium.

3. In swearing this Affidavit, I have also reviewed the true copies of entries made in the books or records of Atrium. These books or records were part of the ordinary books or records of Atrium at the time of making the entries, and such entries were made in the usual and ordinary course of business. The books and records remain in the custody or control of Atrium.

4. I swear this affidavit in support of Atrium's application to appoint Ernst & Young Inc. ("**EY**"), as the receiver over all real and personal property, assets, and undertakings (the "**Property**") of Marvel Developments (Lions Gate Village) Ltd. ("**Marvel**").

Foreclosure Proceedings

5. Terms not otherwise defined herein shall have the meaning ascribe to them in the Petition to the Court filed on August 2, 2023.

6. On August 2, 2023, Atrium commenced this foreclosure proceeding against the Lands and Property related to the Lands pursuant to the Mortgage and the Security Agreement.

7. On September 14, 2023, Master Bilawich granted Atrium an Order Nisi with a redemption period expiring on March 11, 2024.

8. On March 14, 2024, Associate Judge Vos granted Atrium an Order for exclusive conduct of sale of the Lands.

9. On August 9, 2024, Atrium accepted an Offer to Purchase from the Purchaser (the "**Accepted Offer**"). The Accepted Offer is for the purchase of the Lands and all buildings, structures and improvements thereon and all registered and unregistered leases in the Lands and is understood by Atrium and the Purchaser to be all or substantially all of Marvel's assets.

10. If the Accepted Offer closes pursuant to the Approval Order the transfer of legal title to the Lands will attract property transfer tax in excess of $1.5 Million, payable by the Purchaser.

11. If the Accepted Offer closes pursuant to the Approval Order Atrium anticipates it will suffer a shortfall on its recovery of the Indebtedness of between $2 Million and $3 Million.

12. The Purchaser has advised Atrium that it wishes to pursue the restructuring of the Accepted Offer into an Amended Offer to Purchase to be completed as an issuance of shares and approved and implemented by an RVO. Such a restructuring, if successful, would enable the Purchaser to avoid the obligation to pay property transfer tax, resulting in savings to the Purchaser in excess of $1.5 Million. The Purchaser has advised Atrium that it is aware that it has to offer increased recovery to Atrium and/or the general body of Marvel's creditors under an Amended Offer to Purchase in order to satisfy the legal test for the granting of an RVO. The Purchaser has advised Atrium that it will pay Atrium at least an additional $100,000.00 under an Amended Offer to Purchase to satisfy this requirement. The Purchaser has also agreed to pay Atrium's legal fees and expenses in relation to the Amended Offer to Purchase and the RVO as well as the Receiver's fees and expenses.

13. After the closing of the Accepted Offer and the sale of the Land and leases to the Purchaser, to the best of my knowledge Marvel would have no other assets and I would expect it to cease to carry on business.

14. Atrium is the only secured creditor of Marvel and is the only creditor that would be expected to be paid under the Accepted Offer. To the best of my knowledge no creditors will be impacted by the appointment of a receiver over the Property and Lands of Marvel.

15. The Purchaser has agreed to fund the Receiver and the costs of Atrium in seeking the appointment of the Receiver, among other things.

16. Other creditors of Marvel, including Michael Geller & Associates Ltd. and Connect Landscape Architecture Inc. who have each filed a response in these proceedings, have not and will not be paid. Marvel is insolvent.

17. I verily believe that EY, with offices in the City of Vancouver, is qualified and prepared to act as receiver and manager of Marvel.

18. I swear this affidavit in support of the Notice of Application in this action and for no other or improper purpose.

SWORN before me at the City of Vancouver, in the Province of BC, this 23 day of September, 2024.	))))))	
A Commissioner of Oaths in and for the Province of British Columbia	))	**IAN JARVIS**

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File No. V57637 JBR/MD/msh