



This is the 4th Affidavit of Anthony F. Holler in this proceeding and was made on December 9, 2020.

No. S-2010103  
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 *CANADA BUSINESS CORPORATIONS ACT*, R.S.C., 1985, c. C-44  
AND THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, Ch. 57**

**AND**

**IN THE MATTER OF SUNNIVA INC., SUNNIVA MEDICAL INC., 11111035 CANADA INC.  
AND 1167025 B.C. LTD**

**PETITIONERS**

**AFFIDAVIT #4 OF ANTHONY F. HOLLER**

I, ANTHONY F. HOLLER, c/o of 1200 Waterfront Centre, 200 Burrard Street, Vancouver, British Columbia, V7X 1T2, HEREBY SWEAR THAT:

1. All capitalized terms used herein that are not otherwise defined are as defined in my Affidavit #1 sworn on October 8, 2020 ("**Affidavit #1**").
2. I am the Chairman, Chief Executive Officer, and founder of one of the Petitioners, Sunniva Inc. ("**Sunniva**") and the sole director of the other Petitioners. Accordingly, I have personal knowledge of the facts deposed to in this Affidavit except where stated to be based on information and belief, in which case I verily believe the information and resulting statements to be true. In preparing this Affidavit, I have also consulted with the other members of Senior Management.
3. I am authorized to make this Affidavit on behalf of the Petitioners.
4. I swear this Affidavit in support of the Petitioners' application for an order confirming and extending the relief granted under the Amended and Restated Initial Order made October 19, 2020 to January 15, 2021.

## **A. EXTENSION OF STAY OF PROCEEDINGS**

5. On October 9, 2020, the Honourable Madam Justice Fitzpatrick granted the Initial Order pursuant to the CCAA that, among other things, granted a stay of proceedings in favour of the Petitioners until the initial return date of October 19, 2020. On October 19, 2020, the Honourable Madam Justice Fitzpatrick granted: (a) an Order amending and restating the Initial Order (the “**ARIO**”) and extending the relief under that order to November 27, 2020; (b) a claim process order establishing a process for identifying, quantifying and assessing claims against the Petitioners; and (c) authorizing payment of certain consulting fees owed by CP Logistics, LLC (“**CPL**”).

6. Since the ARIO was granted on October 19, 2020, the Petitioners, in consultation with the Monitor, have worked diligently and taken various steps to advance the restructuring in these CCAA proceedings. Since the application on November 27, 2020, these steps have included:

- (a) communicating with various stakeholders of the Petitioners regarding the status of these CCAA proceedings;
- (b) cooperating and working with the Monitor to facilitate its monitoring of the operations and payments of the Petitioners;
- (c) administering the claims process, with the assistance of the Monitor;
- (d) taking steps to advance the options for redundant equipment and entering into an agreement to liquidate this equipment, subject to court approval; and
- (e) advancing discussions in respect of potential financing to preserve the Petitioners’ US assets.

7. The Petitioners have advanced discussions in respect of potential financing to preserve and advance the Petitioners’ US assets, and seek an extension of the relief under the ARIO, including the Stay Period (as defined in paragraph 15 of the ARIO), from December 11, 2020 to January 15, 2021 (the “**Stay Extension**”).

8. The Stay Extension is required so that the Petitioners can continue their efforts to raise funds to preserve and pursue the value of the US assets. The Petitioners also intend to prepare a plan, with a view to seeking a meeting order in early January 2021 and holding a meeting in late January 2021. Based on

discussions with creditors, the Board and I believe that the plan will have the support of a majority of creditors and will allow the Sunniva Group to pursue and protect the value of its US assets.

9. The Sunniva Group's primary corporate asset is its leasehold interest in the California Greenhouse Facility, which consists of a complex of state-of-the-art, purpose-built greenhouse facility in Cathedral City, California, currently under construction.

10. The Initial Developer, the original owner and landlord, delivered a notice of termination in respect of CPL's lease. The Sunniva Group disputes the validity of this notice, and commenced arbitration proceedings in California.

11. In September 2020, the Greenhouse Owner became the owner and landlord, following foreclosure proceedings. On October 2, 2020, CPL filed a Second Amended Demand for Arbitration to join the Greenhouse Owner to the Arbitration as successor-in-interest to the Initial Developer.

12. The Arbitration is stayed due to the bankruptcy of the Initial Developer.

13. The Sunniva Group intends to advance and protect its interests in the leasehold interest by advancing arbitration proceedings in California as against the Greenhouse Owner. In doing so, CPL has two options. CPL can ask the arbitration tribunal to adjudicate its motion (described in paragraph 66 of my Affidavit #1) to join the Greenhouse Owner as successor-in-interest and dismiss the claims against the former bankrupt landlord. Alternatively, CPL can commence a new arbitration proceeding against the Greenhouse Owner based on the lease and the rights afforded to CPL under a Subordinated Nondisturbance and Attornment Agreement between CPL and the Greenhouse Owner which, among other things, obligates the Greenhouse Owner to honour the lease. Regardless of the route selected, CPL will preserve its rights under the California Greenhouse Lease and advance the Sunniva Group's interests and rights in the US.

14. The Sunniva Group, through US Subsidiaries, also hold various cannabis production licences connected to the California Greenhouse Facility. These licences are described in further detail in paragraphs 69 and 70 of my Affidavit #1.

15. The Board and I continue to believe that the Sunniva Group is well-positioned to capitalize on the lucrative California cannabis market, and that its assets in the US (the leasehold interest and certain

cannabis licences) are of significant potential value. The Board and I recognize that unlocking the value of the leasehold interest is complicated by the disputes surrounding the lease, and that the Sunniva Group has a narrow path to achieving that value. However, given its significant potential value and importance to the stakeholders of the Sunniva Group, the Board is determined to pursue this value for stakeholders and believes that continuing this effort is in the best interests of the Petitioners' creditors. Based on the interest in existing creditors funding the Arbitration (described below), the Board and I believe that the stakeholders are also determined to pursue this value.

16. The Board and I believe that the US assets and interests are the only source of meaningful recovery for the Petitioners' creditors, and that the Petitioners remaining in possession and control of their assets is the only viable prospect of realizing on that value for the Petitioners' creditors, who would otherwise see negligible recovery. Accordingly, the Board and I remain of the view that the Petitioners' US assets must be protected and funded to preserve value for the Petitioners' stakeholders.

17. As noted in my Affidavit #3 made in these proceedings, CPL requires additional funding in order to pursue the arbitration. Based on discussions with Brian Peters, a broker at Canaccord Genuity Wealth Management ("**Canaccord**") and my discussions with Alistair Maxwell Chief Executive Officer of Beacon Securities, the Board and I believe that if CPL is successful in the arbitration proceedings, the Sunniva Group will be able to raise significant capital to get the US assets operational and to a positive cash flow position. Based on my experience in the industry, and with the Sunniva Group, I believe that Canaccord and Beacon Securities are leading advisors in the cannabis sector with significant experience in raising funds and assessing the viability of companies for financing.

18. Accordingly, the Petitioners and the Sunniva Group have been in active discussions with various parties, including working with Mr. Peters and others at Canaccord, in an effort to raise funds that would allow CPL to complete the Arbitration and to meet the Sunniva Group's working capital needs through the Arbitration and conclusion of these proceedings.

19. Based on the conversations I have had with creditors and stakeholders over the last several weeks, I believe that the Sunniva Group has overwhelming support for continuing to pursue and protect the

value of the US assets. In that regard, 56 creditors holding \$28,471,805.89 in debt have signed letters of support confirming that they are supportive of the Petitioners continuing these proceedings, and advancing the Sunniva Group's rights and interests in the US through the arbitration. Attached and marked as **Exhibit "A"** are true copies of the letters of support received.

20. I have also had various discussion with Mr. Peters, a broker at Canaccord. Mr. Peters represents various debenture holders who are collectively owed \$21.5 million. I am advised by Mr. Peters, and believe, that he has had various discussions with other brokers and certain of Sunniva's debenture holders and shareholders. Mr. Peters advises me that the creditors he represents continue to be supportive of the Petitioners continuing to pursue the value of their US assets, and that 23 of them (including me) have agreed to advance funds, totalling approximately US\$1,155,000 and CA\$510,000, to do so. I am further advised by Mr. Peters, and believe, that he is confident that he can generate additional funding commitments from debenture holders and shareholders, if given further time to do so. I am advised by Mr. Peters, and believe, that he will swear an Affidavit confirming the results of his discussions with clients and the ability to raise further amounts and that this will include a copy of the Note Purchase Agreement setting out the terms of the financing.

21. The Board and I believe that the creditor response to the financing effort demonstrate that the Petitioners' creditors are supportive of the proposed course of action, and that the Petitioners can raise the funds required to preserve and pursue the value of the US assets, with minimal erosion of the recovery available to the Petitioners' creditors.

22. Based on my discussions with Mr. Peters and the prospective value of the US assets, I believe that during the Stay Extension, the Sunniva Group can secure additional funding commitments and documented creditor support to demonstrate the viability of the Petitioners' proposed approach and that the Petitioners have the support of their creditors for this process.

23. The Petitioners seek an extension to allow them to continue to preserve and pursue the value of their interest in the California Greenhouse Lease, including continuing to raise the funds required to advance the Arbitration and preserve the value of the US assets. The Petitioners will also use the time to

prepare a plan to be presented to their creditors. Based on discussions with creditors and letters of support received, the Board and I believe that a majority of creditors support the proposed course of action.

24. I believe that the proposed Stay Extension will allow the Petitioners to preserve and pursue the value of their interest in Sunniva's US assets. I further believe that, without the Stay Extension, the prospective value of the Petitioners' US assets would be lost. Accordingly, I believe that the proposed Stay Extension is in the best interests of the Petitioners and their stakeholders, including creditors and that there is no material prejudice to the Petitioners' creditors as a result of the brief Stay Extension.

## **B. CASH REQUIREMENTS**

25. In consultation with the Monitor, the Petitioners have prepared the Cash Flow Statement attached and marked as **Exhibit "B"** to this Affidavit, showing the Petitioners' ability to meet their financial obligations through to January 15, 2021.

26. As directed by this Honourable Court, the Petitioners have paid CA\$1,300,000 to the Monitor to be held in trust pending further court order. I can confirm that, if the Monitor is authorized to release CA\$115,000 to the Petitioners, the Petitioners have sufficient liquidity to fund their restructuring efforts in these proceedings to January 15, 2021. This release of funds from trust is required to meet the Petitioners' obligations until the financing described above is concluded. I can confirm that when the financing is concluded, the US Subsidiaries will pay CA\$115,000 to the Monitor to replenish the amount held in trust.

27. Over the Stay Extension, the Petitioners anticipate spending approximately CA\$341,325. This amount includes US\$50,000 in advances to the US Subsidiaries to meet payroll obligations. The Petitioners will pay these amounts from cash currently on-hand, the CA\$115,000 to be advanced from the funds held in trust with the Monitor and CA\$186,784 to be advanced to the Petitioners from the US Subsidiaries following completion of the financing described at paragraph 20 above.

28. The advance from the US Subsidiaries to the Petitioners includes reimbursement of the amounts that the Petitioners have (or will) advance to the US Subsidiaries during these proceedings, as authorized by this Honourable Court, to pay the financial advisor and US payroll obligations.

29. Over the Stay Extension period, the cash flow contemplates the Petitioners advancing US\$50,000 to the US Subsidiaries to meet payroll obligations. The Board and I continue believe that the US payroll is a necessary and reasonable expense to preserve and protect the value of the California Greenhouse Lease.

30. The employees to be paid by the US Subsidiaries are David Weinmann, Interim Chief Financial Officer for the Sunniva Group including the Petitioners; Thomas Brozowski, Vice President of Operations; Eric Rosas, General Manager of Operations; and Robert Tilley, Accounting Manager.

31. The Board and I believe that each of these employees based in the US and employed by the US Subsidiaries, are critical to the Sunniva Group's efforts to restructure and preserve value for stakeholders. Mr. Weinmann and Mr. Tilley provide ongoing support and information in respect of financial obligations, reporting to the Monitor and assistance in the claims process. Mr. Brozowski has been very involved in working with the Petitioners' creditors, and will have an increased role in assisting with negotiations in respect of a potential transaction. Mr. Rosas has a deep understanding of the US facility and how it operates. He had been assisting with the financing effort including providing information and, until access to the premises was restricted by the Greenhouse Owner, conducting tours of the property for prospective investors or financiers. Both Mr. Brozowski and Mr. Rosas are essential for the arbitration and continued operations.

32. The US Subsidiaries will reimburse the Petitioners for the advances in respect of US payroll. In accordance with the Order made November 27, 2020, the Petitioners have obtained a Grid Promissory Note confirming that upon receipt of this amount or demand, the US Subsidiaries will reimburse the Petitioners for these advances for US payroll obligations. Attached and marked as **Exhibit "C"** is a true copy of the Grid Promissory Note dated November 30, 2020. The US\$50,000 to be advanced for US payroll will be added to the Grid Promissory Note.

33. As noted in my Affidavit #3, CPL is expected to receive a tax refund of US\$78,160.46 from the State of California. I am advised by David Weinmann, and believe, that the refund is being processed and is now expected in January 2021. Further as noted in paragraph 20, the Sunniva Group expects to

receive funding into CPL in respect of Arbitration costs and other operating expenses. Once that funding is received, the operating costs of the Sunniva Group, including the costs of these proceedings, will be paid from those amounts.

34. I can confirm that when CPL receives funds it will be used first to reimburse the Monitor and the Petitioners for any advances. This reimbursement is expected to be in early January 2021, and will include additional amounts for the Petitioners to meet obligations without requiring a further advance of funds from the amounts held by the Monitor.

35. I also note that, beginning in January 2021, I have agreed to forgo salary for acting as Chief Executive Officer and continuing to advance the Sunniva Group's interests.

36. The Petitioners have been, and are, acting in good faith and with due diligence throughout these CCAA proceedings and I believe that there will be no material prejudice to the Petitioners' creditors as a result of the Stay Extension.

37. In consultation with the Monitor, the Sunniva Group has prepared a budget for 2021 (estimated to be between US\$2.5 and \$3 million), which includes the costs of the Arbitration, operating expenses and concluding these proceedings following presentation of a plan to creditors. A more detailed budget will be presented in connection with a plan to be presented in these proceedings, but based on the estimated budget, the capital raise to-date, and expected availability of the CA\$1,300,000 held in trust by the Monitor following approval of a plan in these proceedings, the Board, Senior Management and I are confident that the Sunniva Group can advance the Arbitration and that, in due course, the Sunniva Group can raise additional funds as necessary, but that the Sunniva Group has secured the majority of the funding it requires for 2021. Accordingly, the Petitioners ask that this Honourable Court allow the Petitioners to use the remaining funds for what the Board, Senior Management and I believe is a worthwhile risk vs. reward proposition. The Board, Senior Management and I believe that the only prospect of meaningful recovery is for the Sunniva Group to advance and protect the US assets, and that some risk to the existing recovery is necessary and justified given the limited recovery currently available.

38. As noted above, I believe that the payment to meet the US Subsidiaries' payroll obligations and to preserve the value of the US assets is necessary and reasonable in the circumstances.

### **C. LIQUIDATION SERVICES AGREEMENT**

39. The Petitioners, with the assistance of the Monitor canvassed potential options to monetize the redundant equipment located on the Okanagan Falls property. This property was sold in August 2020, but the equipment has remained on the premises with the consent of the new owner.

40. The Petitioners sought liquidation proposals from three (3) auctioneers, and received a proposal from Maynards Industries Canada Ltd. ("**Maynards**").

41. The Petitioners have negotiated a Liquidation Services Agreement between Sunniva Medical Inc. and Maynards (the "**Liquidation Agreement**"). Attached and marked as **Exhibit "D"** is a true copy of the Liquidation Agreement.

42. Pursuant to the Liquidation Agreement:

- (a) Maynards will charge a commission of 8% and an expense budget not to exceed \$6,000;
- (b) Maynards will be responsible for the collection of all proceeds and applicable taxes, and will remit the sale proceeds, net of taxes, the expense budget and the commission to the Petitioners within 15 days of a sale; and
- (c) the assets will be sold "as is where is", without representations or warranties.

43. It is not yet known what proceeds the equipment may yield through this liquidation. However, Senior Management and I believe that the assets have significant potential value. The assets include high voltage circuit breakers, glass, boilers and associated piping and a portable transformer (the "**Redundant Assets**"). The Petitioners acquired the Redundant Assets between late 2018 and early 2019, for approximately \$2.5 million, which is the book value recorded by the Sunniva Group.

44. The Petitioners, in consultation with the Monitor, determined that the liquidation is the preferred course of action in respect of the Redundant Assets and that the Liquidation Agreement is provident and commercially reasonable in the circumstances, and in the best interest of the Petitioners' stakeholders.

#### **D. POTENTIAL BANKRUPTCY APPLICATION**

45. On December 3, 2020, I had a call with Barry Shy, the principal of the Greenhouse Owner. Mr. Shy told me that the bankruptcy motion would be withdrawn if the Sunniva Group agreed to relinquish its rights under the lease. The only bankruptcy motion that has been filed or asserted in respect of Sunniva Inc. is the motion being filed by Matrix Venture Capital Management, Inc. (“**Matrix**”).

46. I also note that, in connection with the November 27 hearing, Matrix delivered an affidavit that attached a copy of a letter sent by the Greenhouse Owner to the Monitor. The affidavit did not identify how the letter came to be in possession of Matrix’s counsel.

47. Based on Mr. Shy referring to the bankruptcy motion being dropped in exchange for the Sunniva Group relinquishing its rights to the lease and the Greenhouse Owner’s letter being in Matrix’s possession, I believe that Matrix and the Greenhouse Owner have an arrangement or an agreement, and that Matrix’s bankruptcy motion is driven by trying to prevent the Sunniva Group from pursuing and protecting its rights under the California Greenhouse Lease.

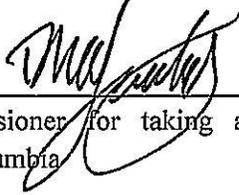
#### **E. CONCLUSION**

48. The Board and I believe that there is significant prospective value in the US assets, and that it is necessary to continue to pursue and protect those assets to preserve value for the benefit of the Petitioners’ stakeholders. The Board and I also believe that the Petitioners are critical to the go-forward value of the Sunniva Group since the public vehicle will be critical to raising funds in the future.

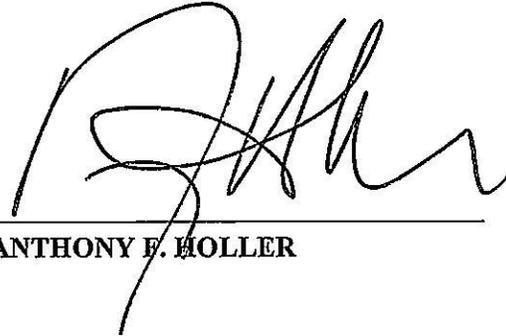
49. The Board and I believe that the funding made available by existing creditors demonstrates the support the Sunniva Group has to its approach. The Board and I are further of the view that the use of funds over the proposed Stay Extension is reasonable and not unfairly prejudicial to stakeholders since it allows the Petitioners to pursue increased recovery for creditors. The Board and I believe this is in the best interests of stakeholders, and will allow the Petitioners to present a plan to their creditors so that stakeholders can confirm their agreement to the proposed approach. Based on the letters of support

attached as Exhibit A, I believe that the Petitioners have the support of a significant number of creditors and that the Petitioners will be able to develop a plan acceptable to their creditors.

SWORN BEFORE ME at Vancouver, British Columbia, on the 9<sup>th</sup> day of December, 2020.



A commissioner for taking affidavits for British Columbia

  
ANTHONY F. HOLLER

**RYAN M. LAITY**  
*Barrister & Solicitor*  
**BORDEN LADNER GERVAIS LLP**  
1200 Waterfront Centre, 200 Burrard Street  
P.O. Box 48600, Vancouver, Canada V7X 1T2  
604-632-3544

This is **Exhibit "A"** referred to in  
Affidavit #4 of Anthony F. Holler made  
before me on December 9, 2020.



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A Commissioner for taking Affidavits  
for British Columbia

From: Bertye Gluckstein bertye@gluckstein.com  
Subject:  
Date: December 3, 2020 at 11:30 AM  
To: Bertye Gluckstein bertye@gluckstein.com

Dec. 3, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 350,000 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, I.I.C ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,  


Name:

December 8, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 36,000 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

  
JEFF FRUITMAN

December 2, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA \$58,054.79 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

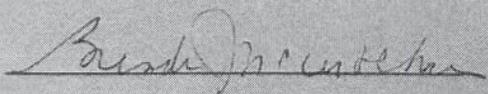
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: **Brenda J. McCutcheon**

December 2, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony-F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA \$514,109.59 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: J. Brian Reeve

breeve@14@gmail.com

(416) 722-6506

Dec 3<sup>rd</sup>, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111033 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 45,695.16 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020.

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

(i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");

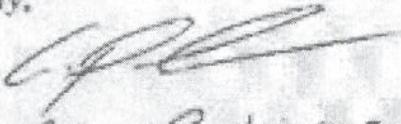
(ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and

(iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any

questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Colin Perkinson', written in a cursive style.

Name: Colin Perkinson

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 2,600,479.45 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

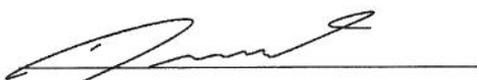
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: DANIEL PETROV

December 3rd, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA\$ 287,191.78 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



---

Name: **Dr. Margaret Early**

December 2, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately <sup>5</sup>CAS ~~18,545~~ in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

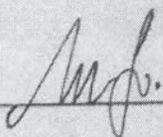
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

  
\_\_\_\_\_

Name: Eric So

December 2, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS\$116,146** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

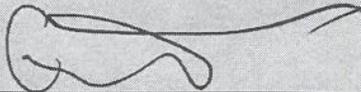
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: J. Grant McCutcheon

Dec 3, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 1,040,920.85 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

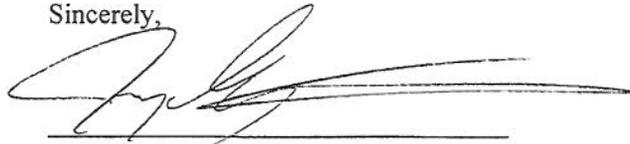
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: Jay Gangnes

December 07, 2020

**SENT BY EMAIL**

**Re: In the Matter of Suniva Inc., Suniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Suniva Inc. ("Suniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 6,000 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

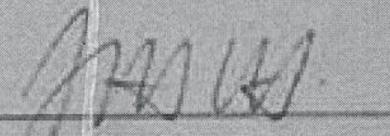
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Suniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020.

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Suniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Suniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: Justin Witt

Dec. 7, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS 281,879.46** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

  
\_\_\_\_\_

Name: Kevin Peters

December 4<sup>th</sup>, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS\$29,753.42 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Kim Dunfield

December 3, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA\$5,800,000 in principal, plus accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020.

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: Marco D'Attanasio

Director of Hadron Healthcare and Consumer Special Opportunities Master Fund

December 3, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA\$ 57,775.50 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

Name:

MURRAY SYRNYK &  
MARGARET HOLLER

December 2, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS\_75105.16\_\_** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



---

**Name: Nicholas Yardley Medicine Professional Corporation**

December 7 \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the “CCAA Proceeding”)**

Dear Dr. Anthony F. Holler:

I am a creditor of Sunniva Inc. (“**Sunniva**”), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS\$ 1,004,000 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the “**Notes**”).

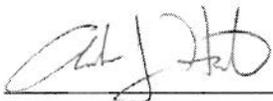
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the “**Bankruptcy Motion**”) at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC (“**CPL**”) in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the “**Arbitration**”);
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



---

Name: Andrew J. Hunter

December 7 \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Anthony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS 1,063,000** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

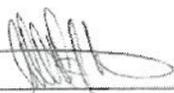
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



---

Name: Michael J. Hunter

December 3<sup>rd</sup>, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS\_ 182,052.05 \_** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

Name: **Bryan Collins**



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December 2, 2020

SENT BY EMAIL

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS 34,932.88** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

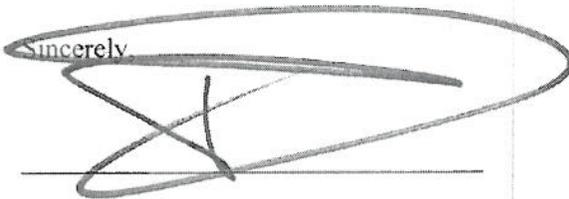
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely



Name: Perry N. Dellelce

Dec 3<sup>rd</sup>, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS508,913.<sup>48</sup> in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

  
Name: Peter Dunfield

4<sup>th</sup> December, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 114,180 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name:

PETER STEVENS

DEC 4<sup>th</sup>, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Anthony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 739,608 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

\$ 739,608

Name:

ROBERT M KNAPP JR

December 4, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Anthony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA\$ ~~573,782.09~~ in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

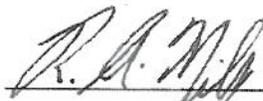
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: *Robert Mills Alzer Ego Trust No.1*

DECEMBER 4, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Anthony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 147,921.77 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

  
Name: Scott Dickey

December 3, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 80,360.46 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

Scott Gauthwaite

Name:

December 3rd, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS 187,691.78** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: ALLAN LEVIEN

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA\$ 58,287.67 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

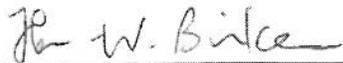
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020.

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: HANS BIRKER

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 91,495.89 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: IAN SMITH

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 85,668.50 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: MARK FERGUSON-DAVIE

**MARK F. DAVIE**  
Barrister and Solicitor  
**DAVIE & ASSOCIATES**  
#200 - 1301 Main Street  
Penticton, BC V2A 5E9

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA\$ 267,284.93 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: MICKEY PERRET

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS 80,343.84** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



---

Name: PATRICK SCOTT

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS\$ 278,626.03 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: ROBERT FORREST

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA\$ 343,205.48 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

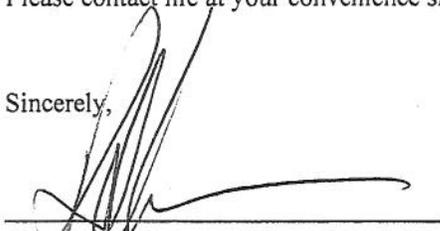
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: ROBERT KOSSMAN

December 3rd, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 1,786,431.<sup>00</sup> in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

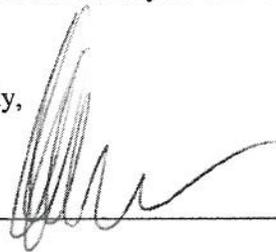
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



---

Name: TREVOR WALLACE

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 58,287.67 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: BROOKE CUMMING

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS 907,397.26** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

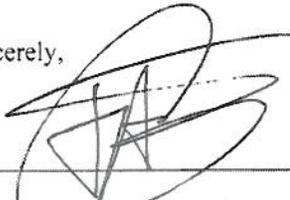
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Names JAMES CUMMING

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CA\$ 535,069.85** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: THOMAS CUMMING

3<sup>rd</sup> December, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 115,550.99 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: Staph Leavenworth Bakali

December 3rd \_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 654,417.81 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: TAYLOR CUMMING

December 3, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CA\$525,231.78** in principal and accrued interest (as at October 2020) pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

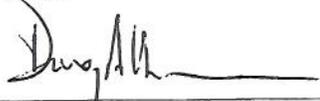
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



---

Name: **Douglas R. Allen**

December 3, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS99,089.04** in principal and accrued interest (as at October 2020) pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

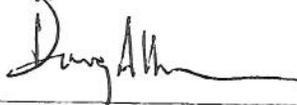
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: **Douglas R. Allen**

Dec 4, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CA\$117,642.78** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: Donald S. Boss

12/3/20, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 113,327<sup>55</sup> in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

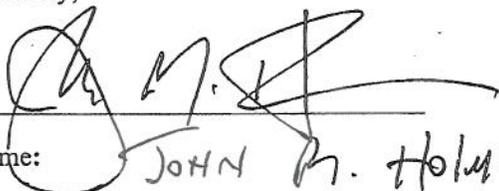
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

  
Name: JOHN R. HOLMES

December 3, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CA\$315,139.07** in principal and accrued interest (as at October 2020) pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: **Kari Ellen Allen**

12/3/\_\_\_\_\_, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 114,163,69 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name:

Mark Van Ausdal

Dec. 2, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 114,180.20 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

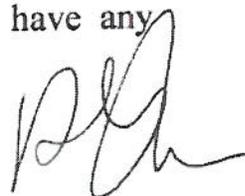
I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

Name: Robert G. (Gerry) Fraser



Dec 3<sup>rd</sup>, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 57,775.50 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

Tyler Garthwaite (TG - MCM)

Name:

December 7, 2020

SENT BY EMAIL

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA\$1,728,712.45 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: TREVOR LINDEN

Dec. 4, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA\$ 525,000 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

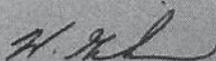
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: WARREN GILMAN

DEC. 8 (20), 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 132,000 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

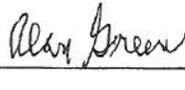
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,

Name:

December 4, 2020

**SENT BY EMAIL.**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 20,000 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020.

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: JOE RIZ

December 8, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CA **\$27,500.00** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

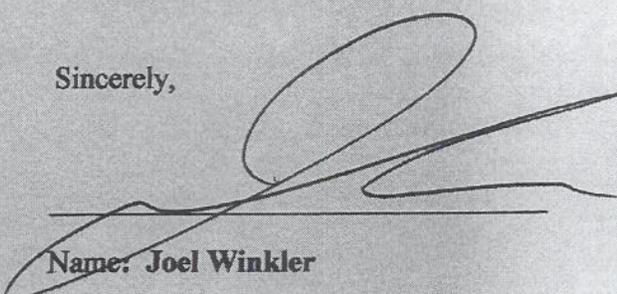
I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("**CPL**") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: **Joel Winkler**

**17 Doris Drive**

**East York ON M4B 3C7**

Dec 7, 2020

SENT BY EMAIL

Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 24000 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "Bankruptcy Motion") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "Arbitration");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: LINDA YULE

Dec 8, 2020

**SENT BY EMAIL**

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Antony F. Holler:

I am a creditor of Sunniva Inc. ("**Sunniva**"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately **CAS 30,000** in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "**Notes**").

I have been made aware that there is the potential that one of the other promissory note holders, Matr Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, Ltd. ("**CPL**") in and to the under-construction cannabis cultivation facility located at 693 Ramon Road, Cathedral City, California, USA, which is currently the subject of arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

Sincerely,



Name: **BRAD CONACHON**

\_\_\_\_\_, 2020

SENT BY EMAIL

**Re: In the Matter of Sunniva Inc., Sunniva Medical Inc., 1111035 Canada Inc., and 1167025 B.C. Ltd., Supreme Court of British Columbia, Action No. S-2010103, Vancouver Registry (the "CCAA Proceeding")**

Dear Dr. Anthony F. Holler:

I am a creditor of Sunniva Inc. ("Sunniva"), and I have received a Claims Package as part of the CCAA Proceeding that states I am owed approximately CAS 3,038,979.24 in principal and accrued interest pursuant to an unsecured convertible debenture dated and/or unsecured promissory notes (the "Notes").

I have been made aware that there is the potential that one of the other promissory note holders, Matrix Venture Capital Management Inc., may look to re-submit its previously filed Notice of Motion seeking a bankruptcy order in respect of Sunniva (the "**Bankruptcy Motion**") at the upcoming CCAA hearing on December 11, 2020..

I am writing to confirm that I oppose the Bankruptcy Motion, and to confirm that I am supportive of Sunniva retaining possession and control of its assets within the CCAA Proceeding as it continues to evaluate its options. My support extends to, among other things:

- (i) Sunniva advancing its legal rights with respect to the leasehold interest of CP Logistics, LLC ("CPL") in and to the under-construction cannabis cultivation facility located at 69375 Ramon Road, Cathedral City, California, USA, which is currently the subject of an arbitration (the "**Arbitration**");
- (ii) CPL pursuing the Arbitration and obtaining new financing to fund the Arbitration; and
- (iii) extending the repayment term of the Notes.

Please contact me at your convenience should you have any questions or concerns.

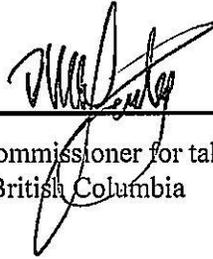
Sincerely,



Name:

KEVIN V. WILKERSON

This is **Exhibit "B"** referred to in  
Affidavit #4 of Anthony F. Holler made  
before me on December 9, 2020.

A handwritten signature in black ink, appearing to read 'M. J. [unclear]', is written over a horizontal line.

A Commissioner for taking Affidavits  
for British Columbia

## Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc. and 1167025 B.C. Ltd (collectively, the "Company")

## Third CCAA Cash Flow Forecast

For the 6-week period ending January 15, 2021

(\$'000CAD)

FX Rate 1.3062

CCAA Week Count		<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	
Week Starting		<u>7-Dec</u>	<u>14-Dec</u>	<u>21-Dec</u>	<u>28-Dec</u>	<u>4-Jan</u>	<u>11-Jan</u>	<u>6 weeks</u>
Week Ending	<u>Notes</u>	<u>11-Dec</u>	<u>18-Dec</u>	<u>25-Dec</u>	<u>1-Jan</u>	<u>8-Jan</u>	<u>15-Jan</u>	<u>Total</u>
<b>Receipts</b>								
Draw from Trust - A&M	3	\$ -	\$ -	\$ 115	\$ -	\$ -	\$ -	\$ 115
Receipts from US subsidiaries	4	-	-	-	-	187	-	187
<b>Total Receipts</b>		-	-	115	-	187	-	302
<b>Disbursements</b>								
Vendor and supplier payments	5	3	1	-	1	1	-	6
Investment Bank	6	-	-	-	20	-	-	20
Payroll, benefits and payroll taxes	7	-	13	-	13	-	-	27
Prof Fees - Restructuring	8	-	60	50	-	115	-	225
Insurance	9	-	1	-	-	-	1	2
Advances to US Subsidiaries	10	-	33	-	33	-	-	65
<b>Total Disbursements</b>		3	108	50	66	116	1	344
<b>Net Cash Flow</b>		- 3	- 108	65	- 66	71	- 1	- 43
<b>Cash Position</b>								
Opening Cash Position	2	114	111	2	67	1	72	114
<b>Closing Cash Position</b>		<b>\$ 111</b>	<b>\$ 2</b>	<b>\$ 67</b>	<b>\$ 1</b>	<b>\$ 72</b>	<b>\$ 71</b>	<b>\$ 71</b>

**Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc. and 1167025 B.C. Ltd (collectively, the “Company”)****Third CCAA Cash Flow Forecast****Notes and Assumptions**

1. The cash flow statement (the “Cash Flow Forecast”) has been prepared by management of Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc. and 1167025 B.C. Ltd to set out the liquidity requirements of the Company during the Companies’ Creditors Arrangement Act proceedings (the “CCAA Proceedings”) for the period November 28, 2020 to January 15, 2021 (the “Period”).

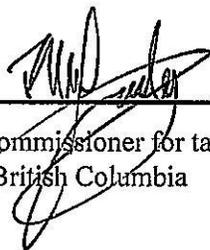
The Cash Flow Forecast has been prepared by Management based on unaudited financial information, and Management’s estimates of its projected receipts and disbursements. Readers are cautioned that since the estimates are based on future events and conditions that are not ascertainable, the actual results achieved will vary, even if the assumptions materialize, and such variations may be material. There are no representations, warranties or other assurances that any of the estimates, forecasts, or projections will be realized. The projections are based upon certain estimates and assumptions discussed below and may be amended from time to time during the CCAA Proceedings. Upon such amendments, Management will update its cash flow forecast accordingly as included herein.

As at the filing date, there are no operations in the Canadian entities. Sunniva Inc. also owns certain US subsidiaries, which are excluded from the CCAA Proceedings (the “US Subsidiaries”). While the US operations are expected to generate cash inflows during the CCAA Proceedings to cover its critical payroll and general and administrative costs in January 2021, Sunniva Inc. will also be expected to provide funding to the US operations on an as-needed basis in December 2020 (subsequently discussed).

2. The cash position as presented in the Third CCAA Cash Flow Forecast includes the Company’s cash held in deposit accounts. As stipulated in the Court Order dated November 27, 2020, the Company transferred \$1.3 million to Monitor on November 30, 2020.
3. The Company expects to make a request to withdraw \$115,000 from the Monitor’s trust account in December 2020 to cover for its working capital needs.
4. The US Subsidiaries are in the process of raising funds to support an arbitration in the US and working capital needs of the Company and the US Subsidiaries. CP Logistics, LLC (“CPL”), one of the US Subsidiaries, is expected to raise \$1.95 million from current noteholders (the “Capital Raise”) and receive the funds during the week ending January 8, 2021, and paying \$187,000 to the Company upon receipt of the funds.

5. Minimal vendor and supplier payments are expected during the CCAA Proceedings.
6. CPL has engaged Deer Pond Capital Ltd. and Four Points Capital Partners, LLC as its investment banker (the “Financial Advisor”) in its attempt to raise additional equity or debt to support the US operations (the “Financing Efforts”). Payment of the consulting fees of US\$15,000 per month has been approved by the Court to be made by the Company, on behalf of the US Subsidiaries, provided that the funds will be returned from any funds raised by US Subsidiaries through the Financing Efforts. Payment to the Financial Advisor in the Third CCAA Cash Flow Forecast represents the last monthly payment for the initial minimum engagement term of three months (i.e. by December 31, 2020).
7. Payroll, benefits and payroll taxes represents payroll for Dr. Anthony Holler, CEO of the Company, in December 2020. Dr. Holler has decided not to take any salaries from the Petitioners from January 2021 onwards.
8. Restructuring professional fees have been forecast based on projected costs of professional service firms relating to the CCAA Proceedings and include the Company’s legal counsel as well as the Monitor and its legal counsel. The professional fees are forecast based on the assumption that a plan of arrangement will be developed and presented to the Company’s creditors in January 2021.
9. Insurance costs include premiums relating to the Company’s property, general commercial insurance policies.
10. Based on the cash flow forecast of the US Subsidiaries, the Company forecasted advances totaling of US\$50,000 (CA\$65,000) to the US Subsidiaries in December 2020 to fund the US Subsidiaries’ payroll of core personnel, who provide essential accounting and administrative services to the Company, and critical general and administrative expenses. The Company does not expect further advances to the US Subsidiaries upon the expected receipt of the \$1.95 million from the Capital Raise in January 2021.

This is **Exhibit "C"** referred to in  
Affidavit #4 of Anthony F. Holler made  
before me on December 9, 2020.

A handwritten signature in black ink, appearing to read 'M. J. ...', is written over a horizontal line.

A Commissioner for taking Affidavits  
for British Columbia

**GRID PROMISSORY NOTE**

(US PAYROLL)

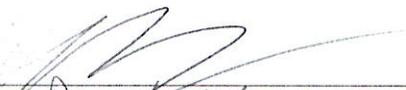
**Principal:** Refer to Grid at Schedule "A"**Effective Date:** November 30, 2020

FOR VALUE RECEIVED, each of **CP LOGISTICS, LLC** and **SUN CA HOLDINGS, INC.** (collectively, the "**Debtors**"), on a joint and several basis, hereby promises to pay THE AGGREGATE UNPAID PRINCIPAL AMOUNT RECORDED ON THE GRID ANNEXED AS SCHEDULE "A" HERETO FROM TIME TO TIME (the "**Principal**"), in lawful money of the United States of America, to the order of **SUNNIVA MEDICAL INC.** (the "**Creditor**"), a company incorporated under the laws of the Province of British Columbia, the Creditor having advanced such Principal to any Debtor or an agent acting on the Debtors' behalf, pursuant to the terms and conditions set out in this grid promissory note (this "**Promissory Note**").

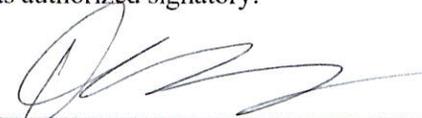
1. Purpose. This Promissory Note is granted pursuant to an order of the Supreme Court of British Columbia dated November 27, 2020 (Vancouver Registry, Action No. S-2010103), and evidences indebtedness owing by the Debtors to the Creditor regarding advances made by the Creditor to satisfy the payroll obligations of the Debtors.
2. Grid. The Creditor is hereby unconditionally, absolutely, and irrevocably authorized and directed by the Debtors to endorse on the grid attached hereto as **Schedule "A"** the dates and amounts of all advances and repayments of Principal and the unpaid Principal balance, under each advance made by the Creditor, as applicable. The aggregate unpaid Principal balance for each advance, as applicable, shown on Schedule "A" hereto, in the absence of manifest error, shall be *prima facie* evidence of the Principal amount owing and unpaid under this Promissory Note.
3. Repayment. The Principal shall be repayable immediately upon:
  - (a) any Debtor having received funds from the State of California in respect of a tax refund or credit return; or
  - (b) written demand for repayment by the Creditor.
4. Prepayment. At any time and from time to time, any portion of the Principal outstanding may be prepaid to the Creditor, without penalty on the Debtors.
5. Jurisdiction. This Promissory Note shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
6. Waiver. Each Debtor hereby waives presentment and notice of dishonor, protest and notice of protest. No delay by the Creditor in exercising any power or right hereunder will operate as a waiver of power or right preclude other or further exercise thereof, or the exercise of any other power or right hereunder or otherwise; and no waiver whatever or modification of the terms thereof will be valid unless in writing signed by the Creditor and then only to the extent therein set forth.

IN WITNESS WHEREOF the undersigned have executed this Promissory Note with effect as of the date first written above.

**CP LOGISTICS, LLC,**  
by its authorized signatory:

  
\_\_\_\_\_  
Name: David Weinmann 11/30/20  
Title: Interim CFO

**SUN CA HOLDINGS, INC,**  
by its authorized signatory:

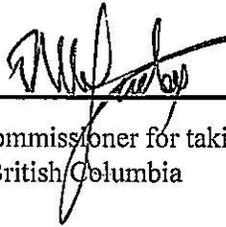
  
\_\_\_\_\_  
Name: David Weinmann 11/30/20  
Title: Interim CFO

## Schedule "A"

GRID

<b>DATE</b>	<b>AMOUNT ADVANCED</b>	<b>AMOUNT PAID</b>	<b>UNPAID PRINCIPAL BALANCE</b>	<b>NOTATION MADE BY</b>	<b>INITIALS</b>
November 30, 2020	US \$23,000	---	US \$23,000	David Weinmann	

This is **Exhibit "D"** referred to in  
Affidavit #4 of Anthony F. Holler made  
before me on December 9, 2020.

A handwritten signature in black ink, appearing to be "M. J. [unclear]", written over a horizontal line.

A Commissioner for taking Affidavits  
for British Columbia

THIS Auction and Liquidation Services Agreement (the “Agreement”), dated for reference the \_\_\_\_\_ day of December 2020

MADE BETWEEN:

**Sunniva Medical Inc.** (“SMI”)

1200 Waterfront Centre  
200 Burrard Street, PO Box 48600  
Vancouver, British Columbia  
V7X 1T2

ATTENTION: Anthony Holler  
Email: aholler@sunniva.com

OF THE FIRST PART

AND:

**Maynards Industries Canada Ltd.**, a corporation incorporated pursuant to the laws of British Columbia

1585 West 4<sup>th</sup> Ave  
Vancouver, BC V6J 1L6  
Fax No. 604-876-2678

ATTENTION: Mr. Aaron Stewardson  
Email: astewardson@maynards.com

(hereinafter referred to as the “Auctioneer”)

OF THE SECOND PART

**WHEREAS:**

- A. SMI wishes to sell some surplus Assets located at Okanagan Falls listed as Schedule
- B. SMI has the authority to sell certain of the assets of the Company and to enter into an agreement with the Auctioneer.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that SMI and the Auctioneer agree as follows:

## **1. RETAINER OF AUCTIONEER**

- 1.1 SMI hereby retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, a sales program (the “Sales Process”) with respect to the surplus assets of SMI.
- 1.2 The Auctioneer will be provided access to the premises at 1655 Maple Street, Okanagan Falls, BC (the “Premise”).
- 1.3 SMI and the Auctioneer covenant and agree with each other to carry out their respective obligations under this Agreement, including without limitation the obligations as set forth in the schedule headed “SMI’s and Auctioneer’s Responsibilities” and to indemnify and save each other harmless from and against all claims resulting from or in any way related to failing to do so.

## **2. AUCTIONEER’S COMPENSATION**

- 2.1 The Auctioneer will charge a commission of 8%.
- 2.3 The Auctioneer will charge an expense budget not to exceed \$6,000. (“Expense Budget”)
- 2.4 The Auctioneer shall be responsible for the collection of all proceeds and applicable taxes derived from sales. The Auctioneer will remit:
  - (i) all applicable sales taxes to the appropriate authorities; and
  - (ii) the sales proceeds net of sales taxes, Expense Budget, and Commission, to SMI within 15 (fifteen) days following a private sale.

## **3. COVENANTS, WARRANTIES, ENCUMBRANCES, INSPECTIONS AND INQUIRIES**

- 3.1 Except as expressly set forth in this Agreement the Assets shall be sold by the Auctioneer to third parties on an “as is, where is” basis and save as aforesaid neither SMI nor the Auctioneer shall make vis-à-vis any third party purchasers, any representations or warranties, and there are no representations or warranties or terms or conditions whatsoever, whether expressed, implied, statutory or otherwise, with respect to the Assets or any of them or any other matters whatsoever in any way related to the subject matter of the transaction which is the subject of, and any transaction which are contemplated by, this Agreement.

## **4. MISCELLANEOUS**

- 4.1 Each of the parties acknowledges and agrees that:
  - (a) it is duly authorized to enter into and be bound by the terms of this Agreement and to carry out the terms of this Agreement;

- 
- (b) it has consulted with and been advised by its own solicitors before entering into this Agreement, has read same and knows the contents thereof; and
  - (c) all the terms and conditions of this Agreement shall survive the closing of the transactions contemplated hereby.
- 4.2 If the doing of any act pursuant to this Agreement falls on a day on which SMI's offices in Calgary, Alberta are not ordinarily open for business, then for the purposes of this Agreement such day shall be deemed not to be a business day and the time for the doing of such act shall be deemed to be the next day on which such office are open for business.
- 4.3 This Agreement and the attached schedules constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, communications and agreements, whether written or oral. This Agreement may be amended or modified only by an instrument in writing executed and delivered by the parties hereto subsequent to the date hereof.
- 4.4 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.
- 4.5 All stipulations in this Agreement as to time are strictly of the essence.
- 4.6 All references to currency in this Agreement and in the schedules hereto are to lawful currency of Canada.
- 4.7 This Agreement shall be governed by the laws in effect in the Province of British Columbia and the parties hereby attorn to the jurisdiction of the Courts of that Province.
- 4.8 Any notice, request, instruction or other communication to be given hereunder by any party to the other shall be in writing and effective when delivered personally, by telecopy or by electronic mail to the addresses, fax number and/or email addresses (as the case may be) set forth at the beginning of this Agreement.
- 4.9 This Agreement may be executed in counterparts by the parties hereto, and executed counterparts may be delivered personally, by facsimile or by electronic mail and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.
- 4.10 No waiver by either party of any of the conditions contained in this Agreement or of any breach of any of the covenants contained in this Agreement shall have effect or be binding upon that party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.
- 4.11 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**EXECUTED** at Vancouver, British Columbia, this \_\_\_\_ day of December 2020.

**Maynards Industries Canada Ltd.** by its authorized signatory:

\_\_\_\_\_  
Authorized Signatory

Aaron Stewardson, COO  
\_\_\_\_\_  
Print Name and Title of Signatory

**Sunniva Medical Inc.** by its authorized signatory:

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title of Signatory

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**SCHEDULE “A” – SMI’S AND AUCTIONEER’S RESPONSIBILITIES*****General***

1. The Auctioneer will carry out all sales related activities and other related activities in an orderly and professional manner.
2. SMI represents the assets are free and clear and have no encumbrance’s and Sunniva has the authority to sell the assets.
3. SMI agrees to have representatives familiar with the Assets available to the Auctioneer for sales appointments and listing purposes.
4. The Auctioneer will determine the best way of selling the Assets, whether by private or public sale or by auction or otherwise, provided that the Auctioneer shall not complete a sale other than by auction unless it can reasonably satisfy SMI that such sale would achieve a sale price for the Assets greater than by way of auction.
5. The Auctioneer will leave the Premises in the same condition as viewed, ordinary wear and tear excepted; provided however the Auctioneer shall be authorized to leave, and shall not be liable for, any property, including but not limited to unsold or unclaimed Assets, remaining on the Premises (“Abandoned Property”).
6. The parties acknowledge and agree that the Auctioneer is an independent contractor dealing with SMI and is not SMI's employee nor is it assuming the legal responsibilities, duties or obligations of SMI, the Company or of a “Secured Party” including but not limited to as set out in Section 17 and Part 5 of the *Personal Property Security Act*, R.S.B.C., as amended.

***Costs***

7. SMI is responsible for all occupational costs and will be responsible for any and all costs incurred in relation to the Premises or Assets, including but not limited to:
  - (a) SMI will maintain insurance on the Assets; and
  - (b) SMI will be responsible for all security on the Premises to protect the Assets.
8. The Auctioneer will be responsible for costs associated with the Sales Process, including advertising.

9. The Auctioneer will not be responsible for the following costs, even if such are payable:
  - (a) lease payments to third parties under any leases of the Assets;
  - (b) any and all environmental costs; and
  - (c) any product warranties or liabilities.
10. SMI will indemnify the Auctioneer from and against all claims, liabilities, costs and expenses, including legal costs on a full indemnity basis, incurred by the Auctioneer as a result of any third party claiming an interest in any of the Assets or of the proceeds of sale.

#### ***Taxes***

11. The Auctioneer shall collect, and promptly pay to the applicable authority and confirm such payment to SMI, all social services tax, goods and services tax and any other tax resulting from any sale transaction entered into by the Auctioneer with respect to any of the Assets.

#### ***Insurance***

12. The Auctioneer will maintain insurance, and will provide to SMI proof of insurance, with respect to any public liability which could flow from the Auctioneer's activities, naming SMI as beneficiary of such insurance, providing for coverage of not less than \$5,000,000.00 per occurrence and otherwise in a form satisfactory to SMI acting reasonably.

#### ***Event of Force Majeure***

13. If the Auctioneer is delayed, interrupted or precluded from completing the Transaction before the expiry of the End Date by reason of *Force Majeure*, the Auctioneer shall give immediate notice thereof to SMI. Upon receipt of such notice by SMI, the parties shall, in good faith, negotiate a commission due. In the event that, acting reasonably, the parties are unable to negotiate a settlement, the matter will be determined in accordance with directions from the Court.

#### ***Environmental Indemnity***

14. For the purposes of this, "Contaminants" means any substance or thing or mixture of them which alone, or in combination, or in concentrations, are flammable, corrosive, reactive or toxic or which might cause adverse effects or be deemed detrimental to living things or to the environment, including, but not limited to, any pollutant, contaminant, toxic or hazardous substance, such as, by way of example, urea formaldehyde, asbestos, polychlorinated biphenyl, pesticides, or any other substance the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership of which is subject to any laws, rules or regulations.

15. SMI will defend, indemnify and save harmless the Auctioneer and its directors, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal and other professional costs and the costs of removal, abatement, treatment, storage or disposal of Contaminants and remediation of the Premises and any other property affected) which may be paid by, incurred by or asserted against the Auctioneer or its directors, officers, employees, agents, successors or assigns for, with respect to, or as a direct or indirect result of, the presence of any Contaminants on, in or under, or the escape, seepage, leakage, spillage, discharge, emission or other release of any Contaminants on, under or from any part of the Premises existing or having occurred as of the date of this Agreement, including but not limited to the removal, relocation, disassembly, modification, or inspection of the Assets pursuant to this Agreement, to the extent caused by the Company. For the avoidance of doubt, such indemnity shall not extend to any costs associated with Contaminants brought on to or created on the Premises by the Auctioneer subsequent to the date of this Agreement or the remediation of any contamination resulting therefrom. This indemnity will survive any expiration or termination of this Agreement.

**[ END OF SCHEDULE ]**

SUNNIVA SCHEDULE B						
ITEM #	IMAGE	QTY	YEAR	MAKE	MODEL	DESCRIPTION
1		2	2019	Siemens	SPS2-72-40-1200-IPO	High Voltage Circuit Breakers, 69kV nominal voltage 40kA maximum symmetrical interrupting capability 1200A maximum continuous current Capable of -40°C operation without tank heaters 73 inch creep porcelain bushings rated 350kV BIL @ 3300 feet ASL, 3 cycle, 60Hz, spring-spring operated Independent pole Operation, Common Frame mounted outdoor Circuit Breaker, With PSD (synchronous controller), Bushing Current Transformers (total 12 BCT's), Bushings 1-3-5: (6) 600:5 MR C400, MR RF 2.0, Bushings 2-4-6: (6) 600:5 MR C400, MR RF 2.0, Synchronous controller shall be factory installed in the breaker main control cabinet, Control and Operator Power Requirements, Control supply voltage 125 VDC, Spring charge motor supply voltage 125VDC, Accessory supply voltage 120 VAC, Heater supply voltage: 120 VAC, Options Included: Fused knife switches (close / motor / heater circuits), One close coil, two trip coil, Temperature compensated density switch and gauge per pole, Control switch, Local / remote selector switch, LED position indicator lights, Emergency trip, Cabinet light with guard and door activated switch, GFCI duplex outlet in control cabinet, Thermostatically controlled cabinet heaters, Auxiliary switches with 8a and 8b spare contacts for customer use, Trip circuit monitoring, Anodized aluminum nameplates according to IEEE/ANSI standards, #14 AWG Type SIS control wiring, NEMA 4-hole tin-plated aluminum terminals, NEMA type 3R control cabinet, Standard installation toolkit included, SF6 fill gas included,
2		2	2019	Certhon Supply Of Crone	CLW 200	Boilers, Two plate steel triple pass boilers will be delivered for in the boiler house. The boilers are only suitable for heating. The maximum operational water temperature is 110 °C and the maximum pressure is 3,0 bar. The boilers will be insulated equal to 100 mm rock wool blankets and finished with a coated plate. The boilers will have a dial thermometer and pressure gauge. The delivery of cleaning devices for the boilers are included, Capacity per boiler 6000 Mcal/hr, Capacity per boiler 6975 kW, Weight (empty) 15100 kg Total length boiler body 5480 mm, Total width 2730 mm Total height 3122 mm, Heating Surface 200 m2, Diameter fire tube ø 1500 mm, Water content 13460 litre, Flue gas resistance 8,0 mbar,
3			2019	Certhon		Heating Materials Associated With The Boilers As Per Summary 4-2-2018. xlsx List Provided
4			2019	Certhon		Roofglass Inventory, Size In MM, 2542 x 263 (56) Pcs, 2542 x 232 (28) Pcs, 892 x 1200 (96) Pcs, 895 x 1353 96 Pcs, 1790 x 895 (120) Pcs, 1720 x 885 (480) Pcs, 1720 x 285 (30) Pcs, 1790 x 285 (30) Pcs, 2542 x 895 (10080) Pcs, 2545 x 263 (40) Pcs
5			2019	Keldon Electric		Portable Transformer- SMI TP#5 File For Details

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No. S2010103  
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 *CANADA BUSINESS CORPORATIONS ACT*, R.S.C.  
1985, c. C-44 AND THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57**

**AND**

**IN THE MATTER OF SUNNIVA INC., SUNNIVA MEDICAL INC., 11111035  
CANADA INC. AND 1167025 B.C. LTD**

**PETITIONERS**

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**AFFIDAVIT #4 OF ANTHONY F. HOLLER**

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BORDEN LADNER GERVAIS LLP  
1200 Waterfront Centre  
200 Burrard Street  
P.O. Box 48600  
Vancouver, BC V7X 1T2  
Telephone: (604) 632-3425  
Attn: Lisa Hiebert  
Email: lhiebert@blg.com  
File: 560348/000017