



Action 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, c. 57

AND

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

PETITIONERS

NOTICE OF APPLICATION

NAME OF APPLICANTS: The Petitioners, Sunniva Inc., Sunniva Medical Inc., 11111035
Canada Inc. and 1167025 B.C. Ltd

ON NOTICE TO: Service List (attached hereto as **Schedule "A"**)

TAKE NOTICE that an application will be made by the Petitioners to the Honourable Madam Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, British Columbia, at 10:00 a.m. on October 19, 2020, for the order set out in Part I below.

PART 1: ORDERS SOUGHT

1. An order in substantially the form attached as **Schedule "B"** amending and restating the relief granted under the order made October 9, 2020 (the "**Initial Order**"), including extending the relief under the Initial Order to November 27, 2020.
2. An order in substantially the form attached as **Schedule "C"** establishing a claims process in respect of claims against the Petitioners (the "**Claims Process Order**").
3. An order in substantially the form attached as **Schedule "D"** authorizing the Petitioners to pay consulting fees associated with the engagement of Deer Pond Capital, Ltd. (the "**Financial Advisor**").

PART 2: FACTUAL BASIS

A. Extension of the Initial Stay Period

1. In this section, capitalized terms used in this Application and not otherwise defined have the meaning set out in the Affidavit #1 of Anthony F. Holler made October 8, 2020 (the “**Holler Affidavit**”).
2. On October 9, 2020, this Honourable Court pronounced the Initial Order pursuant to the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) granting, among other things, a stay of proceedings in favour of the Petitioners until the initial return date of October 19, 2020.
3. Since October 9, 2020, the Petitioners have taken steps to advance the restructuring in these CCAA proceedings. These steps include:
 - a. communicating with stakeholders 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. in consultation with the Monitor, disclaiming Sunniva’s lease agreement with respect to a premises in Calgary, Alberta;
 - d. taking steps to preserve the Petitioners’ US assets, including discussions with prospective financiers or partners for the Petitioners’ US assets, and discussions with the Financial Advisor in respect of various financing options for the California Greenhouse Facility; and
 - e. developing the claims process (described further below) and taking steps to ensure the claims process can be administered efficiently and effectively.
4. The Petitioners seek an extension of the Stay Period (as defined in paragraph 12 of the Initial Order) so that the relief will continue until November 27, 2020 (the “**Stay Extension**”). The Petitioners require the Stay Extension to, among other things: (a) implement and conduct the claims process, and (b) advance discussions with the Greenhouse Owner and potential financiers or partners for the California Greenhouse Facility, with a view to preserving value in respect of the California Greenhouse Lease.

5. The Petitioners submit that the proposed Stay Extension will facilitate the claims process and allow the Petitioners to preserve the value of their US assets and, accordingly, is in the best interests of the Petitioners and their stakeholders.

6. The Petitioners will have sufficient liquidity to meet their obligations during the proposed extension period, as reflected in the cash flow statement attached as Exhibit F to the Holler Affidavit. There have been no material changes to the forecast set out in the cash flow statement since the Initial Order was made on October 9, 2020.

7. The Petitioners submit that they have been, and are, acting in good faith and with due diligence throughout these CCAA proceedings and that there will not be any material prejudice to any creditors as a result of the Stay Extension.

B. The Proposed Claims Process

8. In this section, capitalized terms used in this Application and not otherwise defined have the meaning set out in the proposed Claims Process Order attached as Schedule C.

9. The Petitioners seek the Claims Process Order to identify, quantify and assess all claims to which the Petitioners are subject, including establishing intercompany claims.

10. The Claims Process Order contemplates that the process will be carried out by the Petitioners, in consultation with the Monitor. Inter-company claims will be excluded from the proposed claims process, but the Petitioners will provide the Monitor with information related to the inter-company claims shortly.

11. The claims affected by the Claims Process Order will be Pre-Filing Claims, Restructuring Claims and Director/Officer Claims. The Pre-Filing Claims are claims in connection with indebtedness that arose prior to the Initial Order being made on October 9, 2020. Restructuring Claims are claims arising from the disclaimer, rescission or termination of a contract by the Petitioners or their Directors or Officers in the course of these proceedings. Director/Officer Claims are Pre-Filing or Restructuring Claims against any Director or Officer of the Petitioners.

12. The Claims Process Order will not affect the following claims:

- a. claims arising on or after October 9, 2020, except Restructuring Claims or Director/Officer Claims;
- b. claims secured by the charges granted in the Initial Order or ARIO; and
- c. claims identified and referred to in sections 5.1(2), 6(3), 6(5) and 6(6) of the CCAA.

13. The Claims Process Order contemplates the following general timeline:

Event	Date
The Monitor will post certain documents to its website.	Within 2 Business Days of the Claims Process Order (October 21, 2020)
The Monitor will deliver a Claims Package to each Creditor.	Within 5 Business Days of the Claims Process Order (October 26, 2020)
The Monitor will post a Newspaper Notice regarding the Claims Process.	Within 5 Business Days of the Claims Process Order (October 26, 2020)
Creditors wishing to assert a Claim against the Petitioners must file a Proof of Claim with the Monitor (if the Creditor either did not receive a Claim Amount Notice or disagrees with the Claim Amount Notice).	Before 5:00 p.m. on November 16, 2020 (the “ Claims Bar Date ”)
If applicable, the Monitor will send a Notice of Revision or Disallowance to a Creditor advising that the Creditor’s Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefor.	Within 7 days of the Claims Bar Date (November 23, 2020)
Creditors objecting to a Notice of Revision or Disallowance must deliver a completed Notice of Dispute to the Monitor.	Before 5:00 p.m. on the day that is 10 days after the Creditor receives a Notice of Revision or Disallowance (December 3, 2020)
Creditors unable to resolve a Claim against the Petitioners must bring an application to the Court in these CCAA Proceedings to determine the disputed Claim, which application shall be heard as a hearing <i>de novo</i> .	Before 5:00 p.m. on the day that is 15 days after the Creditor delivers a Notice of Dispute to the Monitor (December 18, 2020)

14. The Petitioners intend to deliver to the majority of creditors a Claim Amount Notice setting out the amount owed to that creditor, based on the Petitioners’ books and records. Only creditors that disagree

with the determination of their claim in the Claim Amount Notice, or those that do not receive a Claim Amount Notice, will be required to deliver claim materials by the Claims Bar Date.

15. The Petitioners books and records also indicate that the majority of creditors can receive their claim information electronically.

16. The Petitioners are of the view that this “negative claims process” will allow claims to be assessed and resolved efficiently and effectively, and in advance of the proposed Stay Extension of November 27, 2020. In particular, the Petitioners expect that there will be few disputed claims.

Adjudication of PTI Claim

17. One potentially disputed claim is the claim by PTI Transformers Inc. (“PTI”) against Sunniva Medical Inc. (“SMI”). This claim is the subject of litigation commenced in July 2020. In that litigation, SMI has delivered its Response to Civil Claim opposing liability and delivered its list of documents. PTI had not delivered its list of documents prior to the Initial Order being made.

18. In the Claims Process Order, the Petitioners propose a timeline for PTI and the Petitioners to exchange application materials, with a view to having the claim determined by the Court prior to November 27, 2020, if the parties are unable to agree as to the claim amount.

C. The Proposed Financial Advisor

19. In this section, capitalized terms used in this Application and not otherwise defined have the meaning set out in the Holler Affidavit.

20. The Petitioners seek to preserve the value of their US assets, and in particular the California Greenhouse Lease, through discussions with the Greenhouse Owner, and discussions with potential financiers or partners to replace the Greenhouse Owner should the discussions with the Greenhouse Owner be unsuccessful.

21. The Petitioners require the expertise, participation and assistance of the Financial Advisor to increase the likelihood that they can identify and conclude a potential transaction that will allow them to resolve the issues surrounding the California Greenhouse Lease. The Petitioners believe that the

involvement of the Financial Advisor will give them the best opportunity to achieve a transaction, including by accessing greater exposure for the opportunity.

22. It is anticipated that the Financial Advisor engagement will be between CPL and the Financial Advisor. A copy of the engagement letter is attached as Exhibit A to the Affidavit #2 of Anthony Holler made October 15, 2020 (the “**Engagement Letter**”).

23. Under the Engagement Letter:

- a. the Financial Advisor will assist with raising approximately CA\$60 million by way of debt or equity for (i) acquisition of the California Greenhouse Facility and (ii) capital expenditures required to complete construction of the facility;
- b. this assistance will include assisting with drafting appropriate marketing materials, compilation and organization of an electronic dataroom, introductions and meetings with prospective investors and lenders identified by the Financial Advisor, coordinating due diligence requests and negotiations, deal structuring and documentation;
- c. the Financial Advisor will receive a consulting fee of US\$15,000 per month, payable by the 30th day of each month (the “**Consulting Fee**”), with the first two months paid up-front;
- d. the Financial Advisor will receive transaction fees, depending on the nature and structure of the transaction:
 - i. for a debt investment, three percent (3%) of the total debt raised;
 - ii. for an equity investment, six percent (6%) of the total equity raised; and
 - iii. for investments from existing Sunniva Inc. investors, 0.75 percent (0.75%) on the total capital raised, less Consulting Fees paid; and
- e. the Financial Advisor will be reimbursed for reasonable and documented fees and disbursements for the Financial Advisor’s travel and out-of-pocket expenses, provided that expenses must be pre-approved.

24. The Petitioners seek the authority to pay the Consulting Fee on behalf of CPL. The payments will be US\$30,000 payable following execution of the Engagement Letter and US\$15,000 payable on December 30, 2020.

25. The success fees described in paragraph (d) above will be payable on conclusion of a transaction. The Petitioners do not seek any orders in respect of the success fees payable by CPL under the Engagement Letter.

26. The Petitioners submit that the Consulting Fee is necessary to secure the participation of the Financial Advisor, and that the participation of the Financial Advisor will maximize the likelihood of the Petitioners' preserving the value of their US assets. In particular, engaging the Financial Advisor will expose the Petitioners' US assets to more potential lenders or investors than would be the case without their services, and will enable to Petitioners to advance their interests in the California Greenhouse Facility.

PART 3: LEGAL BASIS

1. The Petitioners rely on:

- (a) *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (b) *Supreme Court Civil Rules*;
- (c) the inherent jurisdiction of this Honourable Court; and
- (d) such further and other legal basis as counsel may advise and this Honourable Court may allow.

A. The Remedial Purpose of the CCAA

2. The remedial objective of the CCAA is to facilitate a restructuring of a debtor company and a compromise or arrangement with its creditors and shareholders, rather than the social and economic losses that result from a liquidation of assets. Section 11 of the CCAA grants this Court broad and flexible authority to make such orders that are necessary to achieve these objectives.

CCAA, ss. 11.

Century Services Inc. v. Canada (Attorney General), 2010 SCC 60 at paras. 18-19 and 70 [*Century Services*].

Re North American Tungsten Corp., 2015 BCSC 1376 at para. 25 [*North American Tungsten*].

Re Bul River Mineral Corporation, 2014 BCSC 1732 at paras. 29-31 [*Bul River*].

3. The Petitioners submit that the proposed Claims Process and Stay Extension will further the remedial objective of the CCAA because they will enable the Petitioners to determine and resolve the claims against them, while preserving and pursuing the prospective value of their US assets. As set out in the Holler Affidavit, the Petitioners believe that the alternatives would result in the prospective value of their US assets being lost.

B. The Stay Extension is Appropriate

4. This Court is vested with the jurisdiction to grant the extension of a stay pursuant to section 11.02(2) of the CCAA. In determining whether it is appropriate to extend a stay of proceedings, the Court should inquire whether the order sought advances the remedial purposes of the CCAA and avoids the losses that result from liquidation.

CCAA, s. 11.02(2).

North American Tungsten at paras. 25-26.

5. In the early stages of CCAA proceedings, it is appropriate for courts to give deference when considering extensions of the stay, provided the good faith and due diligence requirements have been met pursuant to section 11.02(3) of the CCAA.

CCAA, s. 11.02(2) and (3).

North American Tungsten at para. 28.

6. The Petitioners submit that the Stay Extension will enable them to preserve the value of the US assets while they implement the Claims Process, pursue resolution of the issues in respect of the US assets and determine their next steps in pursuit of a restructuring plan that will benefit their creditors and stakeholders.

7. The Monitor supports the Stay Extension and confirms that the Petitioners have acted, and continue to act, in good faith and with due diligence.

C. The Claims Process is Appropriate

8. Although the CCAA does not expressly provide for a claims process order, such orders are common practice and an important step in most restructuring proceedings. The overall objective of the claims process

is to achieve certainty for both debtors and creditors by determining the quantum of claims against the debtor, using a mechanism that is fair and reasonable to all stakeholders.

Bul River at paras. 31-32.

9. The claims process typically includes a claims bar date to establish a deadline for filing claims, or by which date claims are deemed to have been accepted by the petitioners. The claims bar date is especially important when distributions are being made or when a plan of compromise is being presented to creditors, pursuant to the objectives recognized by section 12 of the CCAA.

CCAA, s. 12.

Bul River at paras. 31-32 and 34.

10. The Petitioners submit that the proposed Claims Process will facilitate the determination of the true claims of the creditors by enabling the Petitioners to identify, quantify, and assess all claims against all of the Petitioners and their Directors and Officers. This process will assist in the development and implementation of a restructuring plan, including distributions to creditors.

11. The Monitor supports the proposed Claims Process.

D. The Financial Advisor is Appropriate

12. This Court has the discretion to make any order it considers appropriate in the circumstances. In exercising this discretion, the Court considers whether the relief sought advances the remedial purpose of the CCAA, is appropriate and whether the application is made in good faith and with due diligence.

CCAA, s. 11.

Century Services at para. 70.

North American Tungsten at para. 25.

13. Where the petitioners belong to an interconnected group of debtors, it is appropriate to grant an order that facilitates a solution to the financial troubles of the group as a whole, provided the petitioners are acting in good faith and with due diligence within the CCAA for the purpose of developing and presenting a plan to their creditors.

Re Pacific Shores Resort & Spa Ltd., 2011 BCSC 1775 at paras. 53-59 [*Pacific Shores*].

North American Tungsten at paras. 26 and 28.

14. The complexity of the debtor companies and the expertise required to implement a successful restructuring are relevant considerations in determining whether to grant an order under section 11 of the CCAA.

Pacific Shores at para. 32.

15. As set out in the Holler Affidavit, the Petitioners believe that the Petitioners' US assets, and in particular the leasehold interest in the California Greenhouse Facility, represents the only meaningful source of recovery for Sunniva Inc.'s creditors. The Petitioners are further of the view that they require a negotiated solution in respect of the disputes surrounding that leasehold interest, or new financing or partnerships to replace the owner of the facility, so that they can realize on this potential. The Financial Advisor has been identified as a party with the necessary expertise to assist the Petitioners in locating financing and/or partners in respect of the California Greenhouse Facility. Payment of the Consulting Fee is necessary in order to secure the participation and expertise of the Financial Advisor, and CPL requires assistance from the Petitioners to make this payment. The Petitioners are of the view that this payment is reasonable and appropriate to pursue the value of Sunniva Inc.'s interests and assets in California, and that if this payment is not made that these efforts will be hindered.

16. The Monitor supports the payment of the Consulting Fee.

PART 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Anthony F. Holler, sworn October 8, 2020;
2. Affidavit #2 of Anthony F. Holler, sworn October 15, 2020 (to be filed).
3. First Report of the Monitor (to be filed); and
4. Such further and other materials as counsel may advise and this Court may allow.

The Petitioners estimate that the hearing of the Petition will take 2 hours.

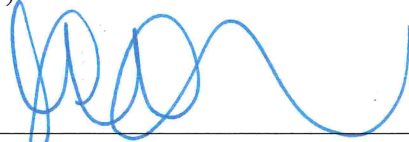
This matter is not within the jurisdiction of a Master. This matter is scheduled to be heard by the Honourable Madam Justice Fitzpatrick.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,

- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: October 15, 2020



Signature of Lisa Hiebert
Lawyer for the Petitioners

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this notice of application

with the following variations and additional terms:

Date: _____

Signature of Judge Master

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matters concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- other

Schedule "A"

SERVICE LIST

Please see attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, 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., SUNNICA MEDICAL INC.,
11111035 CANADA INC. AND 1167025 B.C. LTD.

PETITIONERS

EMAIL SERVICE LIST

[Current to: October 14, 2020]

<p>Borden Ladner Gervais LLP 1200 – 200 Burrard Street Vancouver, BC V7X 1T2</p> <p>Attention: Lisa Hiebert Ryan Laity Mary Grace Johnstone</p> <p>Email lhiebert@blg.com rlaity@blg.com mjohnstone@blg.com</p> <p>Tel : 604.687.5744</p> <p><i>Counsel for Petitioners</i></p>	<p>Alvarez & Marsal Canada Inc. 1680 – 400 Burrard Street Vancouver, BC V6C 3A6</p> <p>Attention: Anthony Tillman Pinky Law</p> <p>Email: atillman@alvarezandmarsal.com pinky.law@alvarezandmarsal.com</p> <p>Tel: 604.638.7440</p> <p><i>Monitor</i></p>
<p>Cassels Brock & Blackwell LLP 2200 – 885 West Georgia Street Vancouver, BC V6C 3E8</p> <p>Attention: Mary I.A. Buttery, Q.C. H. Lance Williams</p> <p>Email: mbuttery@cassels.com lwilliams@cassels.com sdanielisz@cassels.com</p> <p>Tel: 604-691-6100</p> <p><i>Counsel for the Monitor</i></p>	<p>Miller Thomson LLP 400 – Pacific Centre 725 Granville Street Vancouver, BC V7Y 1G5</p> <p>Attention: Heather Jones Gordon Plottel</p> <p>Email: hjones@millerthomson.com gplottel@millerthomson.com</p> <p>Tel: 604.687.2242</p> <p><i>Counsel for PTI Transformers Inc.</i></p>

<p>MLT Aikins LLP 2600 – 1066 West Hastings Street Vancouver, BC V6E 3X1</p> <p>Attention: William Skelly</p> <p>Email: wskelly@mltaikins.com</p> <p>Tel: 604.608.4597</p> <p><i>Counsel for Matrix Venture Capital Management, Inc.</i></p>	<p>Hakemi & Ridgedale LLP 1500 – 888 Dunsmuir Street Vancouver, BC V6C 3K4</p> <p>Attention: Lisa Ridgedale</p> <p>Email: lridgedale@hakemiridgedale.com</p> <p>Tel: 604.259.7678</p> <p><i>Counsel for IMK Management Services Inc.</i></p>
<p>Dentons Canada LLP 15th Floor, Bankers Court 850 – 2nd Street SW Calgary, AB T2P 0R9</p> <p>Attention: Kelly Osaka</p> <p>Email: kelly.osaka@dentons.com</p> <p>Tel: 403.268.3017</p> <p><i>Counsel for Cura-Can Health Corp.</i></p>	<p>Reedman Law #1212 – 1030 West Georgia Street Vancouver, BC V6E 2Y3</p> <p>Attention: Cody Reedman</p> <p>Email: creedman@reedmanlaw.com</p> <p>Tel: 604.570.0005</p> <p><i>Counsel for Daniel Petrov</i></p>
<p>Ryan M. Seely</p> <p>Email: rseely@CherryCreekSchools.org</p>	

Schedule "B"

FORM OF AMENDED AND RESTATED INITIAL ORDER

Please see attached.

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

ORDER MADE AFTER APPLICATION

(AMENDED AND RESTATED INITIAL ORDER)

BEFORE THE HONOURABLE)
)
MADAM JUSTICE FITZPATRICK)

October 19, 2020

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 19th day of October, 2020 (the “**Order Date**”); AND ON HEARING Lisa Hiebert, counsel for the Petitioners and those other counsel listed on **Schedule “A”** hereto; AND UPON READING the material filed, including the First Affidavit of Anthony F. Holler sworn October 8, 2020, the First Affidavit of Mary Grace Johnstone sworn October 8, 2020, the Second Affidavit of Anthony F. Holler sworn October 15, 2020, and the First Report of the Monitor dated October __, 2020; AND UPON BEING ADVISED that there are no secured creditors who are likely to be affected by the charges created herein; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

AMENDED AND RESTATED ORDER

1. This Amended and Restated Initial Order amends and restates the Order of this Court (the “**Initial Order**”) made in these proceedings on October 9, 2020 (the “**Order Date**”).

JURISDICTION

2. Each Petitioner is a company to which the CCAA applies.

SUBSEQUENT HEARING DATE

3. The hearing of the Petitioners’ application for an extension of the Stay Period (as defined in paragraph 15 of this Order) and for any ancillary relief shall be held at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at _____ on _____, the _____ day of November, 2020 or such other date as this Court may order.

PLAN OF ARRANGEMENT

4. The Petitioners shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

5. Subject to this Order and any further Order of this Court, each Petitioner shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), and continue to carry on its business (the “**Business**”) in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Petitioners shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

6. The Petitioners shall be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date:

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively “Wages”); and
- (b) the fees and disbursements of any Assistants retained or employed by the Petitioners which are related to any Petitioners’ restructuring, at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the Petitioners, whenever and wherever incurred, in respect of:
 - (i) these proceedings or any other similar proceedings in other jurisdictions in which the Petitioners or any Subsidiaries or affiliated companies of any Petitioner are domiciled;
 - (ii) any litigation in which any Petitioner is named as a party or is otherwise involved, whether commenced before or after the Order Date; and
 - (iii) any related corporate matters.

7. Except as otherwise provided herein, each Petitioner shall be entitled to pay all expenses reasonably incurred by such Petitioner in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors’ and officers’ insurance), maintenance and security services, provided that any capital expenditure exceeding \$5,000 shall be approved by the Monitor;
- (b) all obligations incurred by the Petitioners after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioners following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on any Petitioner’s obligations incurred prior to the Order Date); and

- (c) fees and disbursements of the kind referred to in paragraph 6(b) which may be incurred after the Order Date.
8. The Petitioners are authorized to remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan (if applicable), and (iv) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;
 - (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by any Petitioner in connection with the sale of goods and services by any Petitioner, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
 - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.
9. Until such time as a real property lease is disclaimed in accordance with the CCAA, the Petitioners shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated between any Petitioner and the landlord from time to time (“**Rent**”), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the month in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including Order Date shall also be paid.

10. Except as specifically permitted herein, the Petitioners are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Petitioners to any of its creditors as of the Order Date except as authorized by this Order;
- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of its Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;
- (d) to not grant credit except in the ordinary course of the Business only to its customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by any Petitioner to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

RESTRUCTURING

11. Subject to such requirements as are imposed by the CCAA, the Petitioners shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of the Petitioners' Business or operations and commence marketing efforts in respect of any of its redundant or non-material assets;
- (b) dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$250,000 in the aggregate;
- (c) terminate the employment of such of the Petitioners' employees or temporarily lay off such of its employees as it deems appropriate; and
- (d) pursue all avenues of refinancing for its Business or Property, in whole or part;

all of the foregoing to permit the Petitioners to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

12. The Petitioners shall provide each of the relevant landlords with notice of such Petitioner’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes any Petitioner’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors who claim a security interest in the fixtures, such landlord and Petitioner, or by further Order of this Court upon application by the Petitioners, the landlord or the applicable secured creditors on at least two (2) clear days’ notice to the other parties. If any Petitioner disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any dispute concerning such fixtures (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to any Petitioner’s claim to the fixtures in dispute.

13. If a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the Petitioners and the Monitor 24 hours’ prior written notice; and (b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims the landlord may have against the Petitioners, or any other rights the landlord might have, in respect of such lease or leased premises and the landlord shall be entitled to notify the Petitioners of the basis on which it is taking possession and gain possession of and re-lease such leased premises to any third party or parties on such terms as the landlord considers advisable, provided that nothing herein shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the “**Relevant Enactment**”), each Petitioner, in the course of these proceedings, is permitted to,

and hereby shall, disclose personal information of identifiable individuals in its possession or control to stakeholders, its advisors, prospective investors, financiers, buyers or strategic partners (collectively, “**Third Parties**”), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Petitioners binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Petitioners or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Petitioners.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

15. Until and including November 27, 2020, or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal (each, a “**Proceeding**”) against or in respect of any Petitioner or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of any Petitioner, or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

16. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any Petitioner or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.

17. Nothing in this Order, including paragraphs 15 and 16, shall: (i) empower any Petitioner to carry on any business which such Petitioner is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioners.

NO INTERFERENCE WITH RIGHTS

18. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any Petitioner, except with the written consent of the Petitioners and the Monitor or leave of this Court.

CONTINUATION OF SERVICES

19. During the Stay Period, all Persons having oral or written agreements with any Petitioner, or mandates under an enactment for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or any Petitioner are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by any Petitioner, and that each Petitioner shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Petitioners (as the case may be) in accordance with normal payment practices of the Petitioners or such other practices as may be agreed upon by the supplier or service provider and the Petitioners and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

20. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to any Petitioner on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of any Petitioner with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Petitioners whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Petitioners, if one is filed, is sanctioned by this Court or is refused by the creditors of the Petitioners or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of any Petitioner that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

22. Each Petitioner shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of any Petitioner after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

23. The directors and officers of each Petitioner shall be entitled to the benefit of and are hereby granted a charge (the "**D&O Charge**") on the Property, which charge shall not exceed an aggregate amount of \$50,000, as security for the indemnity provided in paragraph 22 of this Order. The D&O Charge shall have the priority set out in paragraph 34 herein.

24. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) each Petitioner's directors and officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 22 of this Order.

APPOINTMENT OF MONITOR

25. Alvarez & Marsal Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Petitioners with the powers and obligations set out in the CCAA or set forth herein, and that the Petitioners and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Petitioners pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Petitioners' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Petitioners in their preparation of the Petitioners' cash flow statements;
- (d) advise the Petitioners in their development of the Plan and any amendments to the Plan;
- (e) assist the Petitioners, to the extent required by the Petitioners, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Petitioners, to the extent that is necessary to adequately assess the Petitioners' business and financial affairs or to perform its duties arising under this Order;

- (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (h) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court, including for advice and directions with respect to any matter; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

27. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

28. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Fisheries Act*, the British Columbia *Environmental Management Act*, the British Columbia *Fish Protection Act* and regulations thereunder, or any analogous legislation in the Province of Alberta (collectively, the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, the Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. The Monitor shall provide any creditor of the Petitioners with information provided by the Petitioners in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Petitioners is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Petitioners may agree.

30. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

31. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Petitioners as part of the cost of these proceedings. The Petitioners are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Petitioners on a periodic basis and, in addition, the Petitioners are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Petitioners, retainers in the amounts of \$50,000, \$50,000 and \$75,000 respectively to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

32. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

33. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$250,000 as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel,

both before and after the making of this Order which are related to the Petitioners' restructuring. The Administration Charge shall have the priority set out in paragraph 34 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

34. The priorities of the Administration Charge and the D&O Charge, as between them, shall be as follows:

First – Administration Charge (to the maximum amount of \$250,000);

Second – D&O Charge (to the maximum amount of \$50,000).

35. Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge and the D&O Charge (collectively, the “**Charges**”) shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

36. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.

37. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioners shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioners obtain the prior written consent of the Monitor and the beneficiaries of the Administration Charge and the D&O Charge.

38. The Administration Charge and the D&O Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any

negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Petitioners; and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by any Petitioner of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by any Petitioner pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

39. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Petitioner’s interest in such real property leases.

SERVICE AND NOTICE

40. The Monitor shall (i) without delay, publish in one national Canadian newspaper a notice containing the information prescribed under the CCAA, (ii) within five days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any Petitioner of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

41. The Petitioners and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Petitioners’ creditors or other interested parties at their respective addresses as last shown on the records of the Petitioners and that any such service or notice by courier, personal delivery or electronic

transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

42. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the “**Service List**”) to be maintained by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: www.alvarezandmarsal.com/sunniva.

43. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on its website at: www.alvarezandmarsal.com/sunniva.

44. Notwithstanding paragraphs 41 and 43 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal, British Columbia, and Alberta Crowns in accordance with (i) the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, (ii) the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown, and (iii) the *Proceedings Against the Crown Act*, R.S.A. 2000, c. P-25, in respect of the Alberta Crown.

GENERAL

45. The Petitioners or the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

46. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any Petitioner, the Business or the Property.

47. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make

such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

48. Each of the Petitioners and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of any Petitioner to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.

49. Any Petitioner may (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Petitioners determine that such a filing is appropriate.

50. The Petitioners are hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

51. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

52. Any interested party (including the Petitioners and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

53. Endorsement of this Order by counsel appearing on this application, except for counsel to the Petitioners, is hereby dispensed with.

54. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Lisa Hiebert

Party Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"
LIST OF COUNSEL

Name of Counsel	Party Represented
Lisa Hiebert Ryan Laity	The Petitioners, Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd
Mary Buttery, Q.C.	The Monitor, Alvarez & Marsal Canada Inc.

Schedule "C"

FORM OF CLAIMS PROCESS ORDER

Please see attached.

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

ORDER MADE AFTER APPLICATION

(CLAIMS PROCESS ORDER)

BEFORE THE HONOURABLE)
MADAM JUSTICE FITZPATRICK) October 19, 2020

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 19th day of October, 2020; AND ON HEARING Lisa Hiebert, counsel for the Petitioners, and those other counsel listed on **Schedule "A"** hereto;

THIS COURT ORDERS AND DECLARES THAT:

DEFINITIONS AND INTERPRETATION

1. For the purposes of this Claims Process Order and the Schedules attached hereto, all capitalized terms not otherwise defined in this Claims Process Order shall have the definitions set out in **Schedule "B"** hereto.
2. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada. Any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

3. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

4. The Claims Process, including the Claims Bar Date and the Restructuring Claims Bar Date, is hereby approved.
5. The Petitioners and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Process Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Creditor that the Petitioners or the Monitor may require in order to enable them to determine the validity of a Claim.
6. Any Claims denominated in a currency other than Canadian Dollars shall be converted to Canadian Dollars. In the case of Claims denominated in US Dollars, such claims shall be converted at the Bank of Canada US/Canadian Dollar daily exchange rate in effect on the Filing Date, which rate was CAD\$1.314 = USD\$1.00.
7. Copies of all forms delivered by or to a Creditor and determinations of Claims by the Petitioners, or the Court, as the case may be, shall be maintained by the Monitor and, subject to further order of the Court, such Creditor will be entitled to have access thereto by appointment during normal business hours on reasonable written request to the Petitioners and the Monitor.

MONITOR'S ROLE IN CLAIMS PROCESS

8. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Petitioners in connection with the administration of the Claims Process, including the determination of Claims of Creditors, and the referral of any Claim to the Court, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Process Order.

NOTICE OF CLAIMS

9. Forthwith after the date of this Claims Process Order, and in any event within five (5) Business Days following the date of this Claims Process Order, the Monitor shall cause a Claims Package, in accordance with paragraph 34 of this Claims Process Order, to be sent to: (a) each Creditor with

a Claim as evidenced by the books and records of the Petitioners as of the Filing Date; and (b) each counter-party to any contract or agreement entered into prior to the Filing Date, in respect of which the Petitioners have advised the Monitor that such counter-party has received a Notice of Disclaimer or Resiliation from the Petitioners prior to the date of this Claims Process Order, in each case to the addresses of such Creditor or counter-party set out in the applicable Petitioners' records. Any Notice of Disclaimer or Resiliation delivered to a Person after the date of this Claims Process Order shall be accompanied by a Claims Package. A Claim Amount Notice shall be included in a Claims Package if such Claim Amount Notice is provided to the Monitor by the Petitioners prior to the Monitor sending such Claims Package.

10. Forthwith after the date of this Claims Process Order, and in any event within five (5) Business Days following the date of this Claims Process Order, the Monitor shall cause to be published for one (1) Business Day the Newspaper Notice in one Canadian national newspaper.
11. Forthwith after the date of this Claims Process Order, and in any event within two (2) Business Days following the date of this Claims Process Order, the Monitor shall post on the Monitor's Website a copy of this Claims Process Order, the Claims Process Instruction Letter, a blank Proof of Claim form and a blank Notice of Dispute form.
12. To the extent that any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, the Monitor shall forthwith cause a Claims Package to be sent to the Creditor or direct the Creditor to the documents posted on the Monitor's Website, and otherwise respond to the request relating to the Claims Process as may be appropriate in the circumstances.
13. Subject to further order of the Court, any Notice of Disclaimer or Resiliation issued by the Petitioners must be issued by the Petitioners at least fifteen (15) days prior to a scheduled Meeting of Creditors, if any, or any adjournment thereof.

NOTICE SUFFICIENT

14. Each of the
 - (a) Claims Process Instruction Letter, attached hereto as **Schedule "C"**;
 - (b) Proof of Claim, attached hereto as **Schedule "D"**;
 - (c) Notice of Revision or Disallowance, attached hereto as **Schedule "E"**;
 - (d) Notice of Dispute, attached hereto as **Schedule "F"**; and

- (e) Newspaper Notice attached hereto as **Schedule “G”**;
- are hereby approved in substantially the forms attached. Despite the foregoing, the Petitioners may, from time to time and with the consent of the Monitor, make minor changes to such forms as the Petitioners consider necessary or desirable.
15. Publication of the Newspaper Notice, the sending to the Creditors of a Claims Package in accordance with this Claims Process Order, and completion of the other requirements of this Claims Process Order, shall constitute good and sufficient service and delivery of notice of this Claims Process Order, the Claims Bar Date and the Restructuring Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Claims Process Order or the Claims Process.

FILING PROOFS OF CLAIM FOR CLAIMS OTHER THAN RESTRUCTURING CLAIMS

16. Subject to paragraphs 18 and 19 in this Claims Process Order, any Creditor who wishes to assert a Claim (other than a Restructuring Claim) against any of the Petitioners or any Director or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 35 in this Claims Process Order so that the Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
17. Subject to paragraph 18 and 19 in this Claims Process Order, any Person that does not file a Proof of Claim as provided for in paragraph 16 in this Claims Process Order so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor or the Petitioners with the consent of the Monitor may agree to in writing, or the Court may otherwise direct, shall:
- (a) be and is forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the Petitioners or any Director or Officer, and all such Claims shall be forever extinguished;
 - (b) not be permitted to vote on any plan of arrangement or compromise proposed by the Petitioners in these proceedings (a “**Plan**”) on account of any such Claim;
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Petitioners’ assets, or otherwise on account of any such Claim; and
 - (d) not be entitled to receive any further notice in respect of the Claims Process.

18. Notwithstanding paragraph 16 and 17 in this Claims Process Order, any Creditor who receives a Claim Amount Notice and who does not dispute the Claim as set forth in the Claim Amount Notice, is not required to file a Proof of Claim by the Claims Bar Date. If a Creditor who receives a Claim Amount Notice does not file a Proof of Claim by the Claims Bar Date, then such Creditor's Claim as set out in the Claim Amount Notice shall be a Proven Claim for voting and distribution purposes. Any Creditor who receives a Claim Amount Notice and wishes to dispute the amount set out therein shall file a Proof of Claim with the Monitor in accordance with paragraph 16 in this Claims Process Order.
19. Notwithstanding anything contained in this Claims Process Order, Unaffected Claims shall not be extinguished or affected by this Claims Process Order and, for greater certainty, paragraph 17 shall not apply to the Unaffected Claims.

FILING PROOFS OF CLAIM FOR RESTRUCTURING CLAIMS

20. Notwithstanding paragraphs 16 and 17 in this Claims Process Order, any Creditor who wishes to assert a Restructuring Claim against any of the Petitioners or any Director or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 35 in this Claims Process Order so that the Proof of Claim is received by the Monitor by no later than the Restructuring Claims Bar Date. All other dates contained herein (other than the Claims Bar Date) shall apply equally to any Restructuring Claims.
21. Any Person that does not file a Proof of Claim in respect of a Restructuring Claim as provided for in paragraph 20 in this Claims Process Order so that such Proof of Claim is received by the Monitor on or before the Restructuring Claims Bar Date, or such later date as the Monitor or the Petitioners with the consent of the Monitor may agree to in writing, or the Court may otherwise direct,, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the Petitioners or any Director or Officer and all such Claims shall be forever extinguished;
 - (b) not be permitted to vote on any Plan on account of any such Claim;
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Petitioners' assets, or otherwise on account of such Claim; and
 - (d) not be entitled to receive further notice in respect of the Claims Process.

ADJUDICATION OF CLAIMS

22. The Monitor shall provide the Petitioners' counsel with copies of any Proofs of Claim and any other documents delivered to the Monitor pursuant to the Claims Process.
23. Other than the PTI Claim, which will be adjudicated as set out below, the Petitioners and the Monitor shall review all Proofs of Claim received and shall accept, revise or disallow each Claim as set out therein. If the Monitor, or the Petitioners in consultation with the Monitor, wish to revise or disallow a Claim, the Monitor shall, by no later than seven (7) days after the Claims Bar Date and the Restructuring Claims Bar Date, as applicable, or such other date as may be determined by the Monitor or the Petitioners with the consent of the Monitor, send such Creditor a Notice of Revision or Disallowance advising that the Creditor's Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefor. If the Monitor does not send a Notice of Revision or Disallowance to a Creditor by such date or such other date as may be determined by the Petitioners and the Monitor, the Claim set out in the applicable Proof of Claim shall be a Proven Claim. Unless otherwise agreed to by the Monitor, the Petitioners with the consent of the Monitor, or ordered by the Court, all Claims set out in Proofs of Claim that are filed after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, are deemed to be disallowed, and the Petitioners and the Monitor need not deliver a Notice of Revision or Disallowance in respect of such Claim.
24. Any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 23 in this Claims Process Order and wishes to dispute such Notice of Revision or Disallowance shall deliver a completed Notice of Dispute to the Monitor by no later than 5:00 p.m. on the day which is ten (10) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be agreed to by the Monitor or the Petitioners with the consent of the Monitor . If a Creditor fails to deliver a Notice of Dispute by such date, the Claim set out in the applicable Notice of Revision or Disallowance, if any, shall be a Proven Claim.
25. Upon receipt of a Notice of Dispute, the Petitioners, in consultation with the Monitor, may attempt to resolve the disputed Claim with the Creditor. Any Creditor who delivers a Notice of Dispute pursuant to paragraph 24 in this Claims Process Order and which is unable to resolve its Claim shall bring an application to the Court in these CCAA Proceedings to determine the disputed Claim, which application shall be heard as a hearing *de novo* (the "**Claim Application**"). If a Claim Application is not filed with fifteen (15) days of delivering the Notice of Dispute under paragraph 24 of this Claims Process Order, or such later date as may be agreed by the Monitor or the

Petitioners with the consent of the Monitor, then the Claim set out in the Notice of Revision or Disallowance (as applicable) shall be the Proven Claim.

ADJUDICATION OF PTI CLAIM

26. Subject to agreement between the Petitioners and PTI which may be reflected in a Notice of Revision or Disallowance, the PTI Claim shall be adjudicated by the Court as set out in paragraphs 27 to 31 below.
27. The PTI Claim shall stand as PTI's Claim in this Claims Process, provided that the Monitor shall have the ability to request further evidence and information from PTI and the Petitioners in accordance with this Claims Process Order or as may be reasonably required by the Monitor for the efficient administration of the Claims Process.
28. The Petitioners shall deliver this Claims Process Order to PTI within one (1) Business Day.
29. The PTI Claim shall be determined by the Court, with the parties delivering materials as follows:
 - (a) within ten (10) days of receiving this Claims Process Order, PTI shall deliver to the Petitioners and the Monitor an unfiled notice of application for determination of its claim, including any supporting evidence or information that PTI would like considered in respect of its claim (the "**PTI Materials**");
 - (b) within ten (10) days of receiving the PTI Materials, the Petitioners shall provide the Monitor with an unfiled application response, including any supporting evidence or information that the Petitioners would like considered in respect of its response to the PTI Claim (the "**Petitioners Materials**").
30. If the Petitioners and PTI are unable to resolve the PTI Claim, PTI shall apply to the Court for determination of the PTI Claim (the "**Determination Application**"), provided that neither PTI nor the Petitioners shall be entitled to file evidence with the Court that was not provided with the PTI Materials or the Petitioners Materials in accordance with this Claims Process Order.
31. The Determination Application shall be heard on or before Tuesday, November 24, 2020, or such other date as may be determined by PTI and the Petitioners, with the consent of the Monitor.

NOTICE OF TRANSFEREES

32. If the holder of a Claim has transferred or assigned the whole of such Claim to another Person, neither the Monitor nor the Petitioners shall be obligated to give notice or otherwise deal with the

transferee or assignee of such Claim in respect thereof unless and until actual written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Petitioners and the Monitor in writing. Subject to further order of the Court, any such transferee or assignee of a Claim: (i) shall for the purposes of the Claims Process be bound by any notices given or steps taken in respect of such Claim in accordance with the Claims Process prior to receipt and acknowledgement by the Petitioners and the Monitor of satisfactory evidence of such transfer or assignment; and (ii) takes the Claim subject to any defences or rights which the Petitioners may have in respect thereof including any right of setoff to which the Petitioners may be entitled. For greater certainty, (i) a transferee or assignee of a Claim is not entitled to setoff, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such person to any of the Petitioners; and (ii) Claims acquired by a transferee or assignee will not merge, consolidate or combine with any of the transferee's or assignee's other Claims.

33. Reference to a transfer in this Claims Process Order includes a transfer or assignment whether absolute or intended as security.

SERVICE AND NOTICES

34. The Petitioners and the Monitor may, unless otherwise specified by this Claims Process Order, serve and deliver the Claims Package and any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at their respective addresses or contact information as last shown on the records of the Petitioners or set out in a Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third (3rd) Business Day after mailing within British Columbia, the fifth (5th) Business Day after mailing within Canada (other than within British Columbia), and the seventh (7th) Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic transmission, by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
35. Any Proof of Claim, Notice of Dispute or other notice or communication required to be provided or delivered by a Creditor to the Monitor or the Petitioners under this Claims Process Order, shall be in writing in substantially the form, if any, provided for in this Claims Process Order and will

be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of the Petitioners
1680 – 400 Burrard Street
Vancouver, British Columbia V6C 3A6
Attention: Pinky Law
Email: sunniva@alvarezandmarsal.com

Any such notice or communication delivered by a Creditor shall be deemed to be received on actual receipt thereof by the Monitor before 5:00 p.m. (Vancouver time) on a Business Day or, if delivered after 5:00 p.m. (Vancouver time), on the next Business Day.

36. If during any period which notice or other communications are being given pursuant to this Claims Process Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or email in accordance with this Claims Process Order.
37. In the event this Claims Process Order is later amended by further Order of the Court, the Petitioners or the Monitor may post such further Order on the Monitor's Website and serve such further Order on the Service List and such posting and service shall constitute adequate notice to Creditors of the amendments made.

MISCELLANEOUS

38. The Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Proven Claim as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim shall be final for all purposes including in respect of any Plan and voting thereon (unless otherwise provided for in any subsequent Order of the Court), and, including for any distribution made to Creditors of any of the Petitioners, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a receivership proceeding or a bankruptcy affecting any of the Petitioners.
39. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Process Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such

assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Process Order.

40. The Monitor (i) in carrying out its obligations under this Claims Process Order, shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of this Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the carrying out of its obligations under this Claims Process Order; (iii) shall be entitled to rely on the books and records of the Petitioners, and any information provided by the Petitioners, all without independent investigation; and (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.
41. Notwithstanding the terms of this Claims Process Order, the Petitioners and the Monitor may apply to this Court from time to time for directions from this Court with respect to this Claims Process Order or for such further Order or Orders as either of them may consider necessary or desirable to amend, supplement or replace this Claims Process Order, including the Schedules to this Claims Process Order.
42. Notwithstanding anything to the contrary herein, the Petitioners may at any time:
 - (a) refer a Claim for resolution to the Court for any purpose where in Petitioners' discretion such a referral is preferable or necessary for the resolution or the valuation of the Claim;
 - (b) in writing, accept the amount of a Claim for voting purposes without prejudice to the right of the Petitioners to later contest the validity or amount of the Claim; and
 - (c) in writing, settle and resolve any disputed Claims.

APPROVAL

43. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Lisa Hiebert

Party Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"

LIST OF COUNSEL

Name of Counsel	Party Represented
Lisa Hiebert Ryan Laity	The Petitioners, Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd
Mary BATTERY, Q.C.	The Monitor, Alvarez & Marsal Canada Inc.

Schedule “B”

DEFINITIONS

- (a) “**Business Day**” means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;
- (b) “**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (c) “**CCAA Charges**” mean, collectively, the Administration Charge and the D&O Charge (as such terms are defined in the Initial Order) and any other charge over the Petitioners’ assets created by any other Order of the Court;
- (d) “**CCAA Proceedings**” means the proceedings commenced by the Petitioners under the CCAA on the Filing Date in Supreme Court of British Columbia Action No. S-2010103, Vancouver Registry;
- (e) “**Claim**” means (i) any Pre-Filing Claim; (ii) any Restructuring Claim; or (iii) any Director/Officer Claim, but does not include an Unaffected Claim;
- (f) “**Claim Amount Notice**” means a form of notice which the Monitor may include with any Claims Package setting out the Petitioners’ determination of such Creditor’s Claim;
- (g) “**Claim Application**” has the meaning given to it in paragraph 25 of this Claims Process Order;
- (h) “**Claims Bar Date**” means November 16, 2020, or such other date as may be ordered by the Court;
- (i) “**Claims Package**” means the document package which includes copies of (i) the Claims Instruction Letter; (ii) a blank Proof of Claim; and (iii) such other materials as the Petitioners, in consultation with the Monitor, considers necessary or appropriate;
- (j) “**Claims Process**” means the call for Claims to be undertaken and administered by the Monitor and the Petitioners pursuant to the terms of this Claims Process Order;
- (k) “**Claims Process Instruction Letter**” means the letter explaining how to complete a Proof of Claim, which letter shall be substantially in the form attached as **Schedule “C”** to this Claims Process Order;
- (l) “**Claims Process Order**” means the Order of the Court made in the CCAA Proceedings on October 19, 2020 establishing the Claims Process;

- (m) “**Court**” means the Supreme Court of British Columbia;
- (n) “**Creditor**” means any Person having a Claim and includes, without limitation, the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 32 of this Claims Process Order, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;
- (o) “**Determination Application**” has the meaning given to it in paragraph 30 of this Claims Process Order;
- (p) “**Director**” means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of any of the Petitioners;
- (q) “**Director/Officer Claim**” means any right or claim of any Person against one or more of the Directors or Officers that relates to a Pre-Filing Claim or a Restructuring Claim, howsoever arising, for which any of the Directors or Officers are by statute or otherwise by law liable to pay in their capacity as Directors or Officers or in any other capacity;
- (r) “**Filing Date**” means October 9, 2020;
- (s) “**includes**” means includes, without limitation, and “**including**” means including, without limitation;
- (t) “**Initial Order**” means the Order of the Court made in the CCAA Proceedings on October 9, 2020;
- (u) “**Monitor**” means Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Monitor pursuant to the Initial Order;
- (v) “**Monitor’s Website**” means the Monitor’s website located at www.alvarezandmarsal.com/sunniva;
- (w) “**Newspaper Notice**” means the notice of the Claims Process to be published in accordance with paragraph 10 of this Claims Process Order, calling for any and all Claims of Creditors, in substantially the form attached as **Schedule “G”** to this Claims Process Order;
- (x) “**Notice of Disclaimer or Resiliation**” means a written notice in any form issued on or after the Filing Date by the Petitioners, and copied to the Monitor, advising a Person of the disclaimer, resiliation or termination of any contract including any employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such disclaimer, resiliation or termination took place or takes place before or after the date of this Claims Process Order;

- (y) “**Notice of Dispute**” means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached as **Schedule “F”** to this Claims Process Order;
- (z) “**Notice of Revision or Disallowance**” means the notice that may be delivered by the Monitor to a Creditor advising that the Petitioners have revised or disallowed in whole or in part such Creditor’s Claim as set out in its Proof of Claim, which notice shall be substantially in the form attached as **Schedule “E”** to this Claims Process Order;
- (aa) “**Officer**” means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of any of the Petitioners;
- (bb) “**Order**” means an Order of the Court made in these CCAA Proceedings;
- (cc) “**Person**” means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;
- (dd) “**Petitioners**” means Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd.;
- (ee) “**Petitioners Materials**” has the meaning given to it in paragraph 29(b) of this Claims Process Order;
- (ff) “**Plan**” has the meaning given to it in paragraph 17(b) of this Claims Process Order;
- (gg) “**Pre-Filing Claim**” means any right or claim of any Person that may be asserted or made in whole or in part against any of the Petitioners or a Director or Officer whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on, an event, fact, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, including by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against any of the Petitioners or their property or assets, or a Director or Officer, and whether or not any

indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had any of the Petitioners become bankrupt on the Filing Date, and for greater certainty, includes any Tax Claims; provided, however, that “Pre-Filing Claim” shall not include an Unaffected Claim;

- (hh) **“Proof of Claim”** means the form to be completed and filed by a Creditor setting forth its proposed Claim, which shall be substantially in the form attached as **Schedule “D”** to this Claims Process Order;
- (ii) **“Proven Claim”** means the amount, status and validity of the Claim of a Creditor finally determined in accordance with the Claims Process which shall be final and binding for voting and distribution purposes under any Plan or otherwise. Any other Claim will be “finally determined” and become a Proven Claim in accordance with the Claims Process if:
 - (i) the Creditor was sent a Claim Amount Notice by the Petitioners or Monitor and the Creditor does not file a Proof of Claim by the Claims Bar Date;
 - (ii) a Creditor files a Proof of Claim by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and the Petitioners or the Monitor have not sent a Notice of Revision or Disallowance by the deadline set out in paragraph 23 of this Claims Process Order;
 - (iii) the Petitioners or the Monitor have sent the Creditor a Notice of Revision or Disallowance in accordance with the Claims Process and the Creditor has sent a Notice of Dispute in response by the deadline set out in in paragraph 24 of this Claims Process Order;
 - (iv) the Creditor sent a Notice of Dispute by the deadline set out in paragraph 24 of this Claims Process Order and the Petitioners and Creditor have consensually resolved the disputed Claim; and
 - (v) the Court has made a determination with respect to the Claim and no appeal or application for leave to appeal therefrom has been taken or served on either party,

or if any appeal(s) or application(s) for leave to appeal or further appeal have been taken therefrom or served on either party, any (and all) such appeal(s) or application(s) have been dismissed, determined or withdrawn;

- (jj) “**PTI**” means PTI Transformers Inc;
- (kk) “**PTI Claim**” means the claim filed on July 7, 2020 in this Court by PTI, seeking judgment against Sunniva Medical Inc. for CA\$2,253,321.47 plus interest, which amount PTI alleges is due and payable under an Assignment and Amendment Agreement dated February 27, 2019 and related agreements;
- (ll) “**PTI Materials**” has the meaning given to it in paragraph 29(a) of this Claims Process Order;
- (mm) “**Restructuring Claim**” means any right or claim of any Person against any of the Petitioners or a Director or Officer in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Petitioners or a Director or Officer to such Person arising out of the disclaimer, resiliation or termination on or after the Filing Date of any contract including any employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such disclaimer, resiliation or termination took place or takes place before or after the date of this Claims Process Order, and includes for greater certainty any right or claim of an employee of any of the Petitioners arising from a termination of its employment after the Filing Date; provided, however that “Restructuring Claim” shall not include an Unaffected Claim;
- (nn) “**Restructuring Claims Bar Date**” means the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. on the day that is ten (10) days after the date of the applicable Notice of Revision or Disallowance;
- (oo) “**Schedules**” means the schedules attached to this Claims Process Order;
- (pp) “**Service List**” means the service list kept by the Monitor and the Petitioners in the CCAA Proceeding and posted on the Monitor’s Website;
- (qq) “**Tax Claim**” means any Claim against any of the Petitioners for any taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident tax related thereto;

- (rr) “**Taxing Authorities**” means Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof; and
- (ss) “**Unaffected Claim**” means, collectively, and subject to further order of this Court:
- (i) any right or claim of any Person that may be asserted or made in whole or in part against any of the Petitioners in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Filing Date (other than Restructuring Claims and Director/Officer Claims) and any interest thereon, including any obligation of the Petitioners to creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioners on or after the Filing Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or advancement of funds on or after the Filing Date;
 - (ii) any claim secured by any of the CCAA Charges;
 - (iii) any claim against any Director that cannot be compromised as identified in section 5.1(2) of the CCAA;
 - (iv) any claim by a shareholder for wrongful or oppressive conduct by any of the Petitioners or any of their Directors or Officers; and
 - (v) any Claims in respect of any payments referred to in sections 6(3), 6(5) and 6(6) of the CCAA.

Schedule “C”

FORM OF CLAIMS PROCESS INSTRUCTION LETTER

IN THE MATTER OF SUNNIVA INC., SUNNIVA MEDICAL INC., 11111035 CANADA INC.
AND 1167025 B.C. LTD (collectively, the “Petitioners”)

CLAIMS PROCESS INSTRUCTION LETTER

The Petitioners have identified you as a Person with a possible Claim against them. This Claims Process Instruction Letter provides instructions regarding what you need to do to participate in the Claims Process.

1. Overview of the Claims Process

By order of the Supreme Court of British Columbia (the “**Court**”) dated October 19, 2020 (as may be amended, restated or supplemented from time to time, the “**Claims Process Order**”), in the proceeding commenced by the Petitioners under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), the Petitioners have been authorized to conduct a claims process (the “**Claims Process**”).

A copy of the Claims Process Order, with all schedules, may be found on the Monitor’s Website at: www.alvarezandmarsal.com/sunniva. Capitalized terms not defined within this Claims Process Instruction Letter shall have the same meanings as are given to them in the Claims Process Order.

Participation in the Claims Process is intended for: (i) any Person asserting a Claim (other than an Unaffected Claim) of any kind or nature whatsoever against any of the Petitioners and/or any of their Directors and/or Officers arising before the Filing Date; or (ii) any Person asserting a Restructuring Claim arising as a result of a disclaimer, resiliation or termination by any of the Petitioners, on or after the Filing Date, of any contract including any employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation or termination took place or takes place before or after the date of the Claims Process Order.

If a notice setting out the amount which the Petitioners have determined to be the amount of your Claim (a “Claim Amount Notice”) is enclosed with this letter, and you do not dispute the nature or amount of such Claim as set out in the Claim Amount Notice, you are not required to file a Proof of Claim. If a Claim Amount Notice is enclosed and you dispute the nature or amount of such Claim as set out in the Claim Amount Notice, you must file a Proof of Claim (as referenced in section 2 below) to avoid the barring of that portion of your Claim that exceeds the amount set out in the Claim Amount Notice. Any Creditor who receives a Claim Amount Notice and who does not file a Proof of Claim by the Claims Bar Date in accordance with section 2 below is deemed to have accepted the nature and amount of such Claim, as set out in the applicable Claim Amount Notice.

If a Claim Amount Notice is not enclosed with this letter and you wish to file a Claim, you must file a Proof of Claim (as referenced in section 2 below) to avoid the barring of any Claim

which you may have against any of the Petitioners and/or any of their Directors and/or Officers.

All enquiries or questions regarding the Claims Process should be addressed to the Court-appointed Monitor at:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of Sunniva Inc., *et. al.*
1680 – 400 Burrard Street
Vancouver, British Columbia V6C 3A6
Attention: Pinky Law
Email: sunniva@alvarezandmarsal.com

2. For Creditors Submitting a Proof of Claim

If you have not received a Claim Amount Notice, or you have received a Claim Amount Notice and you dispute the nature or amount of such Claim as set out in the Claim Amount Notice, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure **that it is received by the Monitor by 5:00 p.m. (Vancouver time) on November 16, 2020** (the “**Claims Bar Date**”), to avoid the barring of any Claim (other than a Restructuring Claim) you may have against any of the Petitioners and/or any of their Directors and/or Officers in excess of any amount set out in the Claim Amount Notice enclosed herewith, if any.

To avoid the barring of any Restructuring Claim you may have against any of the Petitioners and/or any of their Directors and/or Officers, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure **that it is received by the Monitor by the later of: (a) the Claims Bar Date, and (b) 5:00 p.m. (Vancouver time) on the day which is ten (10) days after the date of the Notice of Disclaimer or Resiliation** sent to you (the “**Restructuring Claims Bar Date**”).

For the avoidance of doubt, any Claim or Restructuring Claim you may have against any of the Petitioners must be filed in accordance with the Process set forth herein.

Additional Proof of Claim forms can be found on the Monitor’s website at www.alvarezandmarsal.com/sunniva or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

If you are submitting your Proof of Claim electronically, please submit your Proof of Claim form and any accompanying documentation in one PDF file and ensure the name of the file is **[legal name of creditor]poc.pdf**.

3. Claims Order

While this Instruction Letter, along with its accompanying Proof of Claim form, is provided to assist you in the Claims Process, you must comply with the terms of the Claims Process Order pronounced October 19, 2020.

UNLESS YOU ARE A HOLDER OF A CLAIM FOR WHICH YOU HAVE RECEIVED A CLAIM AMOUNT NOTICE THAT YOU DO NOT DISPUTE, IF A PROOF OF CLAIM IN

RESPECT OF YOUR CLAIM IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE:

- A. YOUR CLAIM WILL BE FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS;**
- B. YOU SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF ARRANGEMENT OR COMPROMISE OR ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER THE PLAN, IF ANY;**
- C. YOU SHALL NOT BE ENTITLED TO ANY PROCEEDS OF SALE OF ANY OF THE PETITIONERS' ASSETS; AND**
- D. YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS OF THE PETITIONERS.**

Schedule "D"

FORM OF PROOF OF CLAIM

IN THE MATTER OF SUNNIVA INC., SUNNIVA MEDICAL INC., 11111035 CANADA INC.
AND 1167025 B.C. LTD (collectively, the "Petitioners")

PROOF OF CLAIM

Please read the enclosed Claims Process Instruction Letter carefully prior to completing this Proof of Claim. Capitalized terms not defined within this Proof of Claim form shall have the same meanings as are given to them in order of the Supreme Court of British Columbia dated October 19, 2020 (as may be amended, restated or supplemented from time to time, the "Claims Process Order"). A copy of the Claims Process Order, with all schedules, may be found on the Monitor's Website at: www.alvarezandmarsal.com/sunniva.

1. Particulars of Creditor:

(a) Please complete the following:

Full Legal Name: <i>(Full legal name should be the name of the original Creditor, regardless of whether an assignment of a Claim, or a portion thereof, has occurred prior to or following the Filing Date.)</i>	
Full Mailing Address: <i>(Full Mailing Address should be that of the original Creditor, not of any Assignee.)</i>	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

(b) Has the Claim been sold, transferred or assigned by the Creditor to another party (an "Assignee")?

Yes:

No:

2. Particulars of Assignee(s) (if any):

(a) Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information:

Full Legal Name of Assignee(s):	
Full Mailing Address of Assignee(s):	
Telephone Number of Assignee(s):	
Facsimile Number of Assignee(s):	
E-mail address of Assignee(s):	
Attention (Contact Person):	

3. Proof of Claim:

I, _____ (name of individual Creditor or Representative of corporate Creditor), of _____ (City, Province or State) do hereby certify:

that I [] am a Creditor; OR

[] am _____ (position or title) of _____ (name of corporate Creditor), which is a Creditor;

that I have knowledge of all the circumstances connected with the Claim referred to below;

that, as at the Filing Date (October 9, 2019), _____ (name of applicable Petitioners and/or Directors and/or Officers) was and still is indebted to the Creditor as follows:

CLAIM (other than Restructuring Claim):

\$ _____ (insert \$ value of Claim)

RESTRUCTURING CLAIM:

\$ _____ (insert \$ value of Claim arising as a result of a disclaimer, resiliation or termination, on or after the Filing Date, of any contract including any employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral)

TOTAL CLAIM(S) \$ _____

Note: Please indicate currency of claim if not Canadian Dollars. Claims in a currency other than Canadian Dollars will be converted to Canadian Dollars at the Bank of Canada daily exchange rate as at the Filing Date (October 9, 2019).

4. Nature of Claim:

(Check and complete appropriate category)

A. UNSECURED CLAIM OF \$ _____. That in respect of this debt, no assets of any of the Petitioners are pledged as security.

B. SECURED CLAIM OF \$ _____. That in respect of this debt, no assets of _____ *(insert name of applicable Petitioners)* valued at \$ _____ are pledged to me as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

5. Particulars of Claims:

Other than as already set out herein, the particulars of the undersigned's total Claim and/or Restructuring Claim are attached.

(Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Petitioners to the Creditor and estimated value of such security. Where a claim is advanced against any Directors or Officers, please provide either a reference to a statutory authority for your claim or enclose a draft Notice of Civil Claim.)

6. Filing of Claims:

This Proof of Claim **must be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on November 16, 2020** (the "Claims Bar Date") unless your claim is a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising as a result of a disclaimer, resiliation or termination by any of the Petitioners, on or after the Filing Date, of any contract including any employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, **must be received by the Monitor by the later of: (a) the Claims Bar Date, and (b) by 5:00 p.m. (Vancouver time) on the day which is 10 days after the date of the applicable Notice of Disclaimer or Resiliation** (the "Restructuring Claims Bar Date").

FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, courier or facsimile transmission at the following addresses:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of Sunniva Inc., *et. al.*
1680 – 400 Burrard Street
Vancouver, British Columbia V6C 3A6
Attention: Pinky Law
Email: sunniva@alvarezandmarsal.com

DATED this ____ day of _____, 2020.

Witness:

Per: _____

Print name of Creditor:

If Creditor is other than an individual, print name and title of authorized signatory:

Name: _____

Title: _____

Schedule "E"

FORM OF NOTICE OF REVISION OR DISALLOWANCE

**IN THE MATTER OF SUNNIVA INC., SUNNIVA MEDICAL INC., 11111035 CANADA INC.
AND 1167025 B.C. LTD (collectively, the "Petitioners")**

NOTICE OF REVISION OR DISALLOWANCE

ALL CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE SAME MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

Full Legal Name of Creditor: _____

Reference #: _____

Pursuant to the order of the Supreme Court of British Columbia dated October 19, 2020 (as may be amended, restated or supplemented from time to time, the "**Claims Process Order**"), Alvarez & Marsal Canada Inc., in its capacity as Monitor of the Petitioners, hereby gives you notice that the Petitioners, in consultation with the Monitor, have reviewed your Proof of Claim and have revised or disallowed your Claim as follows:

	Proof of Claim as Submitted (\$CDN)	Revised Claim as Accepted (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reason for the Revision or Disallowance:

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the form attached hereto, by prepaid registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission to the address indicated herein so that such Notice of Dispute is received by the Monitor by 5:00 p.m. (Vancouver time) on December 3, 2020, being ten (10) days after the date of this Notice of Revision or Disallowance, or such later date as may be agreed to in

writing by the Monitor or the Petitioners with the consent of the Monitor, or as may be directed by the Court.

Where a Notice of Dispute is being submitted electronically, please submit one PDF file with the file named as follows: **[legal name of creditor]pocdispute.pdf**.

If you do not deliver a Notice of Dispute by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Notice of Revision or Disallowance for voting and/or distribution purposes.

Address for service of Notices of Dispute:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of Sunniva Inc., *et. al.*
1680 – 400 Burrard Street
Vancouver, British Columbia V6C 3A6
Attention: Pinky Law
Email: sunniva@alvarezandmarsal.com

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at _____ this ___ day of _____, 2020.

ALVAREZ & MARSAL CANADA INC.
In its capacity as the Court-appointed Monitor
of the Petitioners

Per: _____

Name: _____

Title: _____

Schedule "F"

FORM OF NOTICE OF DISPUTE

**IN THE MATTER OF SUNNIVA INC., SUNNIVA MEDICAL INC., 11111035 CANADA INC.
AND 1167025 B.C. LTD (collectively, the "Petitioners")**

NOTICE OF DISPUTE

ALL CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE SAME MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

Pursuant to the order of the Supreme Court of British Columbia dated October 19, 2020 (as may be amended, restated or supplemented from time to time, the "**Claims Process Order**"), I/we hereby give you notice of my/our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by Alvarez & Marsal Canada Inc., in its capacity as Monitor of the Petitioners, in respect of my/our Claim.

Full Legal Name of Creditor. _____

	Reviewed Claim as Accepted (\$CDN)	Reviewed Claim as Disputed (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reasons for Dispute: *(attach additional sheet and copies of all supporting documentation if necessary)*

Signature of original Creditor or Representative of corporate Creditor: _____

Date: _____

(Please print name): _____

Telephone Number: (_____) _____

Facsimile Number. (_____) _____

Email Address: _____

Full Mailing Address:

This form and supporting documentation is to be returned by prepaid registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission to the address indicated herein and is to be received by the Monitor by 5:00 p.m. (Vancouver time) on December 3, 2020, being ten (10) days after the date of the Notice of Revision or Disallowance, or such later date as may be agreed to in writing by the Monitor or the Petitioners with the consent of the Monitor, or as may be directed by the Court.

Where this Notice of Dispute is being submitted electronically, please submit one PDF file with the file named as follows: **[legal name of creditor]pocdispute.pdf**.

Address for Service of Notices of Dispute:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of Sunniva Inc., *et. al.*
1680 – 400 Burrard Street
Vancouver, British Columbia V6C 3A6
Attention: Pinky Law
Email: sunniva@alvarezandmarsal.com

Schedule "G"

FORM OF NEWSPAPER NOTICE

**RE: NOTICE OF CLAIMS PROCESS OF SUNNIVA INC., SUNNIVA MEDICAL INC.,
11111035 CANADA INC. AND 1167025 B.C. LTD (COLLECTIVELY, THE "PETITIONERS")
PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA")**

This notice is being published pursuant to an order of the Supreme Court of British Columbia dated October 19, 2020 (the "**Claims Process Order**") which approved a Claims Process for the determination of certain claims against the Petitioners and/or their Directors and/or Officers existing as at October 9, 2020 (the "**Filing Date**"). All capitalized terms not otherwise defined in this notice have the same meanings as are given to them in the Claims Process Order. The claims process only applies to the Claims of Creditors described in the Claims Process Order. A copy of the Claims Process Order and other public information concerning the CCAA proceedings can be obtained on the website of Alvarez & Marsal Canada Inc., the Court-Appointed Monitor of the Petitioners (the "**Monitor**") at www.alvarezandmarsal.com/sunniva. Any person who may have a claim against any of the Petitioners and/or any of their Directors and/or Officers should carefully review and comply with the Claims Process Order.

Any person having a Claim against any of the Petitioners and/or any of their Directors and/or Officers existing at the Filing Date, which would have been a claim provable in bankruptcy had the Petitioners become bankrupt on the Filing Date and who does not receive a Claim Amount Notice with their Claims Package, or who receives a Claim Amount Notice with their Claims Package but disputes the amount or nature of their Claim as listed in their Claim Amount Notice, must send a Proof of Claim to the Monitor, **to be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on November 16, 2020** (the "**Claims Bar Date**").

Proofs of Claim for Claims arising as a result of a disclaimer, resiliation or termination by any of the Petitioners, on or after the Filing Date, of any contract including any employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, **must be received by the Monitor by no later than: (a) the Claims Bar Date; and (b) 5:00 p.m. (Vancouver time) on the day which is ten (10) days after the date of the Notice of Disclaimer or Resiliation sent by the Monitor to such creditor.**

For the avoidance of doubt, any Claim a Creditor may have against any of the Petitioners must be filed in accordance with the process set forth in the Claims Process Order. Creditors requiring more information or who have not received a Proof of Claim form or Claims Package should contact the Monitor by email at: sunniva@alvarezandmarsal.com.

UNLESS EXPRESSLY PROVIDED IN THE CLAIMS PROCESS ORDER, HOLDERS OF CLAIMS THAT DO NOT FILE PROOFS OF CLAIM WITH THE MONITOR BY THE APPLICABLE DEADLINE SPECIFIED ABOVE SHALL NOT BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER A PLAN, IF ANY, OR OF ANY PROCEEDS OF SALE OF ANY OF THE PETITIONERS' ASSETS, OR TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS OF THE PETITIONERS, AND SHALL BE PROHIBITED FROM MAKING OR ENFORCING ANY CLAIM AGAINST ANY OF THE PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS. ADDITIONALLY, ANY CLAIMS SUCH CREDITOR MAY HAVE AGAINST ANY OF THE PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS SHALL BE FOREVER BARRED.

Schedule "D"

FORM OF FEE ORDER

Please see attached.

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

ORDER MADE AFTER APPLICATION
(PAYMENT OF CONSULTING FEES)

BEFORE THE HONOURABLE)
MADAM JUSTICE FITZPATRICK) October 19, 2020

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 19th day of October, 2020; AND ON HEARING Lisa Hiebert, counsel for the Petitioners, and those other counsel listed on **Schedule "A"** hereto; AND ON READING the materials filed herein, including the Notice of Application dated October 15, 2020 and the Affidavit #2 of Anthony F. Holler made October 15, 2020;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application and supporting materials be and is hereby abridged such that this application is properly returnable today.
2. The Petitioners be and are hereby authorized, but not directed, to pay the monthly consulting fees payable pursuant to, and in accordance with, the engagement letter dated October 15, 2020 between CP Logistics, LLC, Four Points Capital Partners, LLC and Deer Pond Capital, Ltd., attached as Exhibit A to the Affidavit #2 of Anthony F. Holler made October 15, 2020.

3. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Lisa Hiebert
 Party Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"

LIST OF COUNSEL

Name of Counsel	Party Represented
Lisa Hiebert Ryan Laity	The Petitioners, Sunniva Inc., Sunniva Medical Inc., 11111035 Canada Inc., and 1167025 B.C. Ltd
Mary Buttery, Q.C.	The Monitor, Alvarez & Marsal Canada Inc.

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, c. 57**

AND

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

PETITIONERS

NOTICE OF APPLICATION

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