



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

**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 19<sup>th</sup> 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. For greater certainty, all Intercompany Claims will be reviewed and assessed by the Monitor independent of the Claims Process, and the Petitioners shall not provide any Claim Amount Notice in respect of any Intercompany Claims.

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 any Intercompany Claims (which will be reviewed and assessed by the Monitor independent of the Claims Process ) or 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) on or before October 28, 2020, PTI shall deliver to the Petitioners and the Monitor an unfiled amended Notice of Civil Claim, in blackline, showing any amendments it proposes to the PTI Claim, as filed with the Supreme Court of British Columbia;
  - (b) on or before November 23, 2020, 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**”);
  - (c) on or before December 2, 2020, the Petitioners shall deliver to PTI and the Monitor 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**”); and

(d) on or before December 9, 2020, PTI shall deliver to the Petitioners and the Monitor an unfiled reply that PTI would like considered in reply to the issues raised in the Petitioners Materials (the “**PTI Reply**”),

in each case, as the Petitioners and PTI may otherwise agree (with the consent of the Monitor) or the Court may otherwise authorize or direct.

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, the Petitioners Materials or the PTI Reply in accordance with this Claims Process Order.
31. The Determination Application shall be heard on or before December 18, 2020, or such other date as may be determined by PTI and the Petitioners, with the consent of the Monitor, or such other date as may be determined by the Court.

#### **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 (3<sup>rd</sup>) Business Day after mailing within British Columbia, the fifth (5<sup>th</sup>) Business Day after mailing within Canada (other than within British Columbia), and the seventh (7<sup>th</sup>) 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

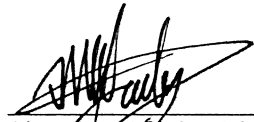
38. The Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Proven Claim as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim shall be final for all purposes including in respect of 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  
For

BY THE COURT



REGISTRAR



**Schedule "A"**

**LIST OF COUNSEL**

<b>Name of Counsel</b>	<b>Party Represented</b>
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.
Heather Jones (by telephone)	PTI Transformers 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;
- (t.2) **“Intercompany Claims”** means any claim by Sunniva Inc., Sunniva Medical Inc., or any of their subsidiaries or affiliates (including the Petitioners), as creditor, against any one of the Petitioners, as debtor;
- (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](http://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(c) 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(b) of this Claims Process Order;
- (mm) **“PTI Reply”** has the meaning given to it in paragraph 29(d) of this Claims Process Order;
- (nn) **“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;
- (oo) **“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;
- (pp) **“Schedules”** means the schedules attached to this Claims Process Order;
- (qq) **“Service List”** means the service list kept by the Monitor and the Petitioners in the CCAA Proceeding and posted on the Monitor’s Website;

- (rr) **“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;
- (ss) **“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
- (tt) **“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**

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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](http://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, rescission 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, rescission 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](mailto: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](http://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**

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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](http://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)
<b>Total Claim</b>				

Reason for the Revision or Disallowance:

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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](mailto: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.* \_\_\_\_\_

	<b>Reviewed Claim as Accepted (\$CDN)</b>	<b>Reviewed Claim as Disputed (\$CDN)</b>	<b>Secured (\$CDN)</b>	<b>Unsecured (\$CDN)</b>
<b>Total Claim</b>				

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

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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](mailto:sunniva@alvarezandmarsal.com)

Schedule "G"

**FORM OF NEWSPAPER NOTICE**

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**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](http://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](mailto: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.**

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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

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ORDER MADE AFTER APPLICATION  
(CLAIMS PROCESS ORDER)

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