

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

No. S-2010103  
Vancouver Registry

DEC 23 2020 IN THE SUPREME COURT OF BRITISH COLUMBIA

ENTERED  
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**  
(APPROVAL AND VESTING ORDER)

BEFORE THE HONOURABLE )  
 ) December 11, 2020  
MADAM JUSTICE FITZPATRICK )

ON THE APPLICATION of the Petitioners coming on for hearing by Microsoft Teams at Vancouver, British Columbia, on the 11<sup>th</sup> day of December, 2020; 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 (without limitation): the Fourth Affidavit of Anthony F. Holler, sworn on December 9, 2020, the Second Affidavit of Brian Peters, sworn on December 9, 2020, the Affidavit #1 of Daphne Li, sworn on December 10, 2020, the Affidavit #1 of Vani Putti, sworn on December 2, 2020, and the Third Report of the Monitor, filed on December 10, 2020 (the "**Third Report of the Monitor**"); AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended, the British Columbia Supreme Court Rules and the inherent jurisdiction of this Honourable Court (the "**Court**");

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 and service thereof upon any interested party other than the parties on the service list maintained by the Monitor in this proceeding is hereby dispensed with.

2. The sale transaction (the “**Transaction**”) contemplated by the auction and liquidation services agreement (the “**Sale Agreement**”) between Sunniva Medical Inc. (the “**Vendor Petitioner**”) and Maynards Industries Canada Ltd. (“**Maynards**”), a copy of which is attached as **Schedule “B”** hereto, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Vendor Petitioner is hereby authorized and approved, and the Vendor Petitioner and Maynards are hereby authorized and directed to execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the Transaction as the Vendor Petitioner and Maynards, in consultation with the Monitor, deem reasonably necessary or advisable to conclude the Transaction effected by the auction. Without restricting the scope of the foregoing, the Vendor Petitioner is authorized to deliver to Maynards one or more general conveyances and/or specific conveyances signed by the Vendor Petitioner.
3. Maynards is authorized to market and sell the assets described in **Schedule “C”** (the “**Surplus Equipment**”) of the Sale Agreement in accordance with the terms of the Sale Agreement.
4. Maynards shall pay all proceeds of sale from the Surplus Equipment (the “**Net Proceeds**”) to the Monitor, to be held by the Monitor in trust for the Vendor Petitioner pending further direction from the Court.
5. Upon Maynards receiving the Net Proceeds, which are to be paid to the Vendor Petitioner (or Monitor) in accordance with the Sale Agreement, all such proceeds shall immediately be impressed with a charge in favour of the Vendor Petitioner and shall be held in trust for the benefit of the Vendor Petitioner until such time as the Net Sale Proceeds are received by the Vendor Petitioner (or Monitor). While held by Maynards, the Net Sale Proceeds shall be held in a separate trust account for the benefit of the Vendor Petitioner.
6. Upon Maynards paying to the Vendor Petitioner (or Monitor) the Net Sale Proceeds together with an accounting for same and delivery by the Monitor to Maynards of a certificate substantially in the form attached as **Schedule “C”** hereto (the “**Monitor’s Certificate**”), the Surplus Equipment and all right, title and interest in and to the Surplus Equipment shall vest absolutely in the person or persons acquiring same including Maynards itself with respect to those remaining Surplus Equipment not sold by auction (collectively, the “**Purchasers**”) free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the

Order of this Court dated October 19, 2020; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system (collectively, the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Surplus Equipment are expunged and discharged as against the Surplus Equipment upon payment of the Net Sale Proceeds by Maynards to the Vendor Petitioner (or Monitor) and delivery by the Monitor of the Monitor’s Certificate to Maynards. From and after the completion of the auction (including the payment of the Net Sale Proceeds by Maynards to the Vendor Petitioner), the Vendor Petitioner is authorized to discharge from the British Columbia Personal Property Registry (the “**PPR**”) any claim registered against any of the Surplus Equipment being auctioned and/or sold by Maynards, to the extent the security interest is registered against the interest of the Petitioners or against any serial number of the Surplus Equipment.

7. The Registrar of the PPR (the “**PPR Registrar**”) shall and is hereby directed upon the request of the Vendor Petitioner to forthwith cancel and discharge any registrations in the PPR (whether made before or after the date of this Order) claiming security interests against the Petitioners in any of the Surplus Equipment.
8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Surplus Equipment is required for the due execution, delivery and performance by the Vendor Petitioner of the Sale Agreement.
9. For the purposes of determining the nature and priority of Claims, the Net Sale Proceeds shall stand in the place and stead of the Surplus Equipment, and from and after the delivery of the Monitor’s Certificate all Claims shall attach to the Net Sale Proceeds with the same priority as they had with respect to the Surplus Equipment immediately prior to the sale, as if the Surplus Equipment had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
10. The Monitor is to file with the Court a copy of the Monitor’s Certificate forthwith after delivery thereof.
11. Upon the completion of the Transaction contemplated by this Order and the Sale Agreement, the Petitioners and all persons who claim by, through or under the Petitioners in respect of the Surplus Equipment, and all persons or entities having any Claims of any kind whatsoever in respect of the Surplus Equipment shall stand absolutely and forever barred, estopped, foreclosed from and permanently enjoined from pursuing, asserting, or claiming any right, title, interest or other Claims

whatsoever in respect of or to the Surplus Equipment and to the extent that any such persons or entities remain in possession or control of any of the Surplus Equipment, certificates, instruments, or other indicia or title representing or evidencing any right, title or interest in and to the Surplus Equipment, they shall forthwith deliver possession thereof to the Purchasers (or their nominee) or to Maynards.

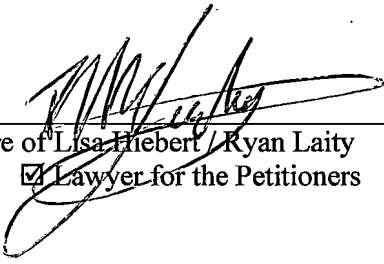
12. The Purchasers shall, by virtue of completion of the Transaction contemplated by this Order and the Sale Agreement, have no liability of any kind whatsoever in respect of any Claims against the Petitioners.
13. The Purchasers (or their nominee) shall be entitled to enter into and upon, hold and enjoy the Surplus Equipment for its own use and benefit without any interference of or by the Petitioners or any person claiming by, through or against the Petitioners.
14. Notwithstanding:
  - (a) these proceedings under the CCAA;
  - (b) any applications for a bankruptcy order in respect of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
  - (c) any assignment in bankruptcy made by or in respect of the Petitioners,

the vesting of the Surplus Equipment in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners or the Monitor and its agents in carrying out the terms of this Order.

16. The Petitioners, Maynards, the Monitor or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
17. 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 / Ryan Laity  
☐ Party ☒ Lawyer for the Petitioners

  
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
Lance Williams	The Monitor, Alvarez & Marsal Canada Inc.
Gordon G. Plottel	PTI Transformers Inc.
William E.J. Skelly	Matrix Venture Capital Management, Inc.
Christopher Ramsay	Cura-Can Health Corp.
Cody Reedman	Daniel Petrov

**Schedule "B"**

**Sale Agreement**

Please see attached.

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

MADE BETWEEN:

**Sunniva Medical Inc. ("SMI")**

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

ATTENTION: Anthony Holler  
Email: aholler@sunniva.com

OF THE FIRST PART

AND:

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

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

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

(hereinafter referred to as the "Auctioneer")

OF THE SECOND PART

**WHEREAS:**

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

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



**1. RETAINER OF AUCTIONEER**

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

**2. AUCTIONEER'S COMPENSATION**

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

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

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

**4. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

**SCHEDULE "A" – SMI'S AND AUCTIONEER'S RESPONSIBILITIES*****General***

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

***Costs***

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

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

#### ***Taxes***

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

#### ***Insurance***

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

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

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

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

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

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

**[ END OF SCHEDULE ]**

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

**Schedule "C"**

**Form of Monitor's Certificate**

**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**

**MONITOR'S CERTIFICATE**

- A. By order made October 9, 2020, this Court appointed Alvarez & Marsal Canada Inc. as monitor (the "**Monitor**") of each of the Petitioners pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-46 (as amended, the "**CCAA**").
- B. Pursuant to an order of the Court dated December 11, 2020 (the "**Approval and Vesting Order**"), the Court approved the sale of the Surplus Equipment to Maynards Industries Canada Ltd. ("**Maynards**") pursuant to the Sale Agreement, providing for the vesting in the Purchaser(s) or Maynards (as applicable) of all of the Petitioners' right, title and interest in and to the Surplus Equipment, which vesting is to be effective with respect to the Surplus Equipment upon the delivery by the Monitor to Maynards of a certificate confirming: (i) the payment by Maynards of the Net Sale Proceeds for the Surplus Equipment; and (ii) the Transaction has been completed to the satisfaction of the Monitor.



C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE MONITOR HEREBY CERTIFIES the following:

1. Maynards has paid and the Petitioners (or Monitor) have received the Net Sale Proceeds for the Surplus Equipment pursuant to the Sale Agreement; and
2. The Transaction is complete to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_, 2020.

**ALVAREZ & MARSAL CANADA INC.,**  
in its capacity as the Monitor of the Petitioners,  
and not in its personal capacity:

Per:

\_\_\_\_\_  
Name:

Title: