

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Estate Number: 33-2618511
Court File No.: 33-2618511

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF EUREKA
93 INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO**

**AND IN THE MATTER OF THREE RELATED INTENDED PROPOSALS (LIVEWELL
FOODS CANADA INC., ARTIVA INC., AND VITALITY CBD NATURAL HEALTH
PRODUCTS INC.)**

FOURTH REPORT OF THE PROPOSAL TRUSTEE

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto ON M5C 3G5

Eric Golden LSO #38239M
(416) 593-3927 (Tel)
(416) 593-5437 (Fax)
Email: egolden@blaney.com

Chad Kopach LSO #48084G
(416) 593-2985 (Tel)
(416) 593-5437 (Fax)
Email: ckopach@blaney.com

Lawyers for the Proposal Trustee

INDEX

TABLE OF CONTENTS

INTRODUCTION.....	1
ACTIVITIES OF THE PROPOSAL TRUSTEE	3
STATUS OF INTERIM FINANCING FACILITY.....	4
PROGRESS OF CONSTRUCTION	6
CULTIVATION LICENCE	7
PROGRESS TOWARDS PRODUCTION OF A FIRST CROP	7
UPDATED CASH FLOW FORECAST	7
EXTENSION OF THE FILING DATE	9
RECOMMENDATION.....	10

APPENDICES

- APPENDIX “A”:** Order of Justice MacLeod dated March 9, 2020
- APPENDIX “B”:** First Report of the Proposal Trustee dated February 19, 2020
- APPENDIX “C”:** Second Report of the Proposal Trustee dated March 23, 2020
- APPENDIX “D”:** Third Report of the Proposal Trustee dated April 6, 2020
- APPENDIX “E”:** Cash Flow Forecast for the period April 20 to June 12, 2020

INTRODUCTION

1. This fourth report (the “**Fourth Report**”) is filed by Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as proposal trustee (the “**Proposal Trustee**”) in connection with the Notices of Intention to Make a Proposal (individually, an “**NOI**”, and collectively, the “**NOIs**”) filed by each of Eureka 93 Inc. (“**Eureka 93**”), LiveWell Foods Canada Inc. (“**LiveWell**”), Artiva Inc. (“**Artiva**”) and Vitality CBD Natural Health Products Inc. (“**Vitality**” and, together with Eureka 93, LiveWell and Artiva, the “**Companies**”).
2. On February 14, 2020 (the “**Filing Date**”), the Companies each filed an NOI under Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c.B-3, as amended (the “**BIA**”). Deloitte was appointed as Proposal Trustee under each NOI. By way of Order of Justice MacLeod dated March 9, 2020 (the “**Initial Order**”), among other things, the proposal proceeding for each of the Companies was administratively consolidated under the Estate and Court File number of Eureka 93, and the date by which the Companies are required to file proposals was extended to April 29, 2020 (the “**Proposal Filing Date**”). A copy of the Initial Order is attached hereto as **Appendix “A”**. Attached hereto as **Appendix “B”** is the First Report of the Proposal Trustee dated February 19, 2020 (the “**First Report**”) filed in support of the granting of the Initial Order.
3. Paragraph 16 of the Initial Order directs the Proposal Trustee, beginning on March 23, 2020, to file with the Court, and deliver to any party on the Service List who requests a copy, a bi-weekly status report: (a) confirming that the interim funding approved pursuant to paragraph 5 of the Initial Order is in place; (b) verifying progress of construction at the facility owned by Artiva (the “**Artiva Facility**”); (c) confirming the continued validity of the cultivation licence of Artiva; and (d) setting out the progress towards production of a first crop by Artiva. Attached hereto as **Appendices “C”** and “**D**” are the Second and Third Reports of the Proposal Trustee, dated March 23, 2020 and April 6, 2020 respectively, which provided the Court with the bi-weekly status reports so requested.

4. The purpose of this Fourth Report is to:
 - i) provide the third bi-weekly status report required under the Initial Order; and
 - ii) provide the Proposal Trustee's comments on the Companies' motion to extend the date by which the Companies are required to file proposals to June 12, 2020.

TERMS OF REFERENCE AND DISCLAIMER

5. In preparing this Fourth Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, unaudited financial information, books and records, construction reports and financial information prepared by the Companies, and discussions with Seann Poli, CEO of Eureka 93 and also a Director of each of the Companies, and Peter Ostapchuk, CFO of Artiva and Senior Financial Advisor to the Eureka Group of Companies ("**Management**") (collectively, the "**Information**").
6. The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposal Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Generally Accepted Assurance Standards ("**Canadian GAAS**") pursuant to the *Chartered Professional Accountants Canada Handbook*. Accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under Canadian GAAS in respect of the Information.
7. Some of the information referred to in this Fourth Report consists of financial projections. An examination or review of the financial forecasts and projections, as outlined in the *Chartered Professional Accountants Canada Handbook*, has not been performed.
8. Future oriented financial information referred to in this Fourth Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable,

the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

9. This Fourth Report does not include any consideration of the likely impact of the Coronavirus (“COVID-19”) on sales, production, supply chain or any other aspect of the business, which may have an adverse impact on the performance of the Companies. Readers should consider the increasingly broad effects on the financial condition of the Companies, as a result of the negative impact on Canada, the global economy and major financial markets from COVID-19.
10. Capitalized terms not otherwise defined in this Fourth Report are as defined in the First Report through Third Reports.
11. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

ACTIVITIES OF THE PROPOSAL TRUSTEE

12. The Proposal Trustee’s activities since the date of the First Report have included the following:
 - i) attending Court for the motion that resulted in the issuance of the Initial Order;
 - ii) monitoring the Companies’ receipts and disbursements and assessing variances from the Projections (as defined below);
 - iii) monitoring the status of construction of the Artiva Facility and the progress towards the first crop of cannabis product, including discussions and correspondence with Management and review of the construction tracking website;
 - iv) preparing bi-weekly reports to the Court;
 - v) responding to various employee and creditor enquiries;
 - vi) assessing and assisting in the preparation of the Cash Flow Forecast (as defined below); and

vii) maintaining the Proposal Trustee’s website.

STATUS OF INTERIM FINANCING FACILITY

13. The Proposal Trustee has confirmed that since Court approval of the Interim Financing Facility, Artiva has made six draw requests totaling \$1,530,314. The sixth draw request of \$171,804 was made on April 17, 2020, and the funds are anticipated to be received by Artiva on April 20, 2020.
14. The following is a comparison of the first six draw requests to the first six weeks of Statement of Projected Cash Flow for Artiva as filed with the Superintendent of Bankruptcy on February 19, 2020, and which was attached in Appendix “E” to the First Report (the “Projections”).

Actual Interim Financing Facility Draws and Disbursements Compared to Statement of Projected Cash-Flow For the 6-week period ended April 17, 2020			
(in \$CDN)	NOI Forecast to 3-Apr-20	Actual Draws to 17-Apr-20	Variance
Receipts			
DIP Funding February 2020	2,300,000	1,528,314	771,686
Other	-	2,000	(2,000)
Total Receipts	2,300,000	1,530,314	769,686
Disbursements			
Inventory/Seed/Plantlet Purchases	160,000	133,805	26,195
Contract Labour / Architectural Fees	-	16,815	(16,815)
Integrated Pest Prevention	2,022	-	2,022
Equipment Rental (Backup generator)	4,863	4,865	(2)
Management Personnel Costs (3 persons)	76,038	101,271	(25,232)
Operations Personnel Costs (2 persons)	9,000	10,500	(1,500)
Master Grower Team Costs (4 Month Lead Time)	15,000	56,849	(41,849)
Internet Costs for Security Systems	250	1,901	(1,651)
Office Expenses	900	450	450
Travel Expenses	-	4,766	(4,766)
Professional Fees (Proposal Trustee & Legal Counsel)	150,000	232,981	(82,981)
Utilities and Power	6,167	7,200	(1,033)
Insurance (Business and Property Liability)	9,753	9,755	(2)
Property Taxes for Artiva Location	4,500	4,500	-
Repairs & Maintenance	600	-	600
Capital Expenditures	539,172	336,977	202,196
Licence Costs (Health Canada & Regulatory)	28,000	52,137	(24,137)
DIP Fees and Charges	320,000	300,000	20,000
DIP & Accrued Interest Expense on 1st Positions	196,283	196,284	(1)
Other (Liability Insurance on Property and Assets)	-	59,260	(59,260)
Total Disbursements	1,522,549	1,530,314	(7,765)
Net Cash Flow	777,451	-	777,451

15. The Proposal Trustee notes the following concerning the actual draws made to date and the significant variances:
- while the Projections anticipated all of the Interim Funding would be received in one initial draw, the parties have elected to operate on a draw request basis in order to satisfy invoices received or fund disbursements scheduled to be incurred during the following week;
 - the previously reported negative disbursement variance for plantlets of \$133,805 which resulted due to the plantlets being purchased sooner than originally forecast has reversed in the current period. As noted below, further plantlet purchases are anticipated in the coming weeks resulting in total plantlet purchases of approximately \$174,000, which will result in a net excess of \$14,000 above the original planned cost of plantlet purchases;
 - the negative variance of \$16,815 for contract labour/architectural fees is a permanent difference as such fees were not initially anticipated, but were incurred as a result of a change in the growing room layouts to optimize work and process flow;
 - the management personnel costs negative variance of \$25,232 personnel is partly a temporary difference, as the forecast did not include HST for such costs, but which will become refundable upon submission of Artiva's HST return, and is partly a permanent difference as greater time has been incurred by the CFO than was initially forecast;
 - the master grower team costs negative variance of \$41,849 is a permanent difference as there were greater up-front costs, and the size of the overall team was greater than anticipated;
 - the negative disbursement variance for professional fees has decreased from \$132,981 to \$82,981 since the Third Report, but continues to be the result of:
 - (i) a timing difference, as the Projections provided for a straight-line expense of professional fees on a weekly basis, whereas the initial invoices from the Proposal Trustee, its counsel and the Companies' counsel reflected the significant up-front fees and disbursements incurred for the filing of the

NOIs, and the preparation of the motion materials for the relief provided for in the Initial Order; and

- (ii) a potential permanent difference due to the unanticipated additional fees involved in dealing with the opposition by Dominion Capital LLC (“**Dominion**”) to the making of the Initial Order, which also required two adjournments of that motion, and the filing by the Companies of additional and more substantive material to respond to the material and positions put forward by Dominion.
- the positive disbursement variance for capital expenditures of \$202,196 is both a permanent and timing difference. As previously reported, Artiva initially anticipated an expenditure of approximately \$110,000 for the installation of a concrete floor in one of the growing rooms. The Company has decided to defer that expense as it can operate with the current flooring while redirecting those funds to more crucial operational requirements. In addition, there are certain capital expenditures that were slightly delayed due to delays in obtaining satisfactory supplier quotes to complete the work, which work is now in progress.

PROGRESS OF CONSTRUCTION

16. In addition to discussions with Management, the Proposal Trustee continues to access an on-line tool that tracks the progress of construction at the Artiva Facility. Since the Third Report, work continues on well and septic tanks, duct and trough installation, lighting, irrigation, HVAC, and various production rooms. Management had previously advised of delays in obtaining electrical quotes and then engaging the contractor, but as discussed above, that work has now commenced. It would appear that the COVID-19 pandemic has had minimal impact on construction to this point.

CULTIVATION LICENCE

17. The Proposal Trustee confirmed on April 20, 2020, through the Government of Canada's website, that Artiva continues to hold a licence issued by Health Canada under the Cannabis Regulations.

PROGRESS TOWARDS PRODUCTION OF A FIRST CROP

18. In its Third Report, the Proposal Trustee reported that, due to the delays as in the Third Report, the Company had revised its projected timing for being in a position to receive their first plantlet crop to or around April 30, 2020, and their projected timing for cultivation of the first crop to on or around May 21, 2020. Management has now indicated that they should be in a position to receive their first plantlet crop in the first week of May 2020, but that the projected timing for cultivation of the first crop remains unchanged.

UPDATED CASH FLOW FORECAST

19. As discussed below, the Companies are seeking to extend the Proposal Filing Date to June 12, 2020. In that regard, Management has updated its Projections for the period from April 20, 2020 to June 12, 2020 (the "**Cash Flow Forecast**"). A copy of the of Cash Flow Forecast is attached hereto as **Appendix "E"** and is summarized below:

Cash Flow Forecast for the 8-week period from April 20 to June 12, 2020	
	Cumulative 20-Apr-20 to 12-Jun-20
Receipts	
DIP Draws	364,991
Deposit re Purchase Agreement	203,280
Collection of A/R (Net Gross Margin from Clone Sales)	437,655
HST refund	133,059
Other	2,000
Total Receipts	1,140,985
Disbursements	
Inventory/Seed/Plantlet Purchases	40,580
Contract Labour / Architectural Fees	7,910
Integrated Pest Prevention	16,176
Equipment Rental (Backup generator)	6,484
Management Personnel Costs (3 persons)	145,650
Operations Personnel Costs (2 persons)	14,000
Master Grower Team Costs (4 Month Lead Time)	47,460
Internet Costs for Security Systems	333
Office Expenses	1,200
Travel Expenses	4,500
Professional Fees (Proposal Trustee & Legal Counsel)	260,000
Utilities and Power	11,748
Insurance (Business and Property Liability)	13,004
Property Taxes for Artiva Location	6,000
Repairs & Maintenance	800
Capital Expenditures	106,328
DIP & Mortgage Interest Expense	261,711
Other	-
Total Operating Disbursements	943,884
Net Cash Flow	197,101
Opening Cash Balance	-
Closing Cash Balance	197,101
Opening Undrawn Balance of DIP Financing	777,451
Closing Undrawn Balance of DIP Financing	412,460

20. The material assumptions of the Cash Flow Forecast are as follows:

- Forecast collections from the sale of clones during the period are approximately \$641,000. A substantial portion of forecast collections are projected to be derived from a contract that Artiva anticipates finalizing during by the week ending May 1, 2020, which involves a 50% deposit upon execution of the contract with the balance due upon delivery of the clones; and

- Capital expenditures of approximately \$106,000 are assumed during the forecast period in order to complete the initial phase of construction of the Artiva Facility.
21. The Cash Flow Forecast reflects receipts from draws on the Interim Financing Facility which amounts are subject to any internally generated cash from operations. The Cash Flow Forecast indicates that over the 8-week period, the Companies will require draws on the Interim Financing Facility of approximately \$365,000, resulting in total draws of approximately \$1,868,000 by June 12, 2020, with approximately \$432,000 left undrawn. The Cash Flow Forecast further indicates that sales of the first crop of clones will result in a net cash balance in the Artiva of approximately \$197,000.
 22. The Proposal Trustee has reviewed the Cash Flow Forecast and assessed the assumptions employed by Management. The Proposal Trustee is of the view that the assumptions are reasonable, consistent and are suitably supported, and provide a reasonable basis for the Cash Flow Forecast. Since the assumptions employed are subject to future events, actual results will vary from the information presented, and the variations may be material.

EXTENSION OF THE FILING DATE

23. The Companies are seeking an order to extend the Filing Date to June 12, 2020.
24. The Proposal Trustee supports the Companies' request for the extension of the Filing Date for the following reasons:
 - i) Management requires more time to complete the construction at the Artiva Facility, plant the first crop of clones, and make its initial sales of cannabis product;
 - ii) with Management's attention focused on construction and cultivation, it requires further time to negotiate with its secured creditors and formulate its proposals to unsecured creditors;
 - iii) the Companies are acting in good faith and with due diligence in taking steps to carry out their plan for the Artiva Facility and their cannabis business in order to generate

increased value for the benefit of stakeholders;

- iv) it is the Proposal Trustee's view that the extension of the Filing Date to June 12, 2020 will not prejudice or adversely affect any group of creditors; and
- v) the Cash Flow Forecast indicates that the Companies will have sufficient liquidity to continue to fund operations and the cost of these proceedings through June 12, 2020 should this Court grant the relief sought by the Companies.

RECOMMENDATION

25. For the reasons set out above, the Proposal Trustee respectfully recommends that the Court grant the Companies order for an extension of the Filing Date to June 12, 2020.

All of which is respectfully submitted this 20th day of April, 2020.

DELOITTE RESTRUCTURING INC,
solely in its capacity as the Proposal Trustee
of the Companies and not in its personal or
corporate capacity

Per:



Hartley Bricks, MBA, CPA, CA, CIRP, LIT
Senior Vice-President

TAB A

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE MR	)	MONDAY, THE 9TH
)	
JUSTICE MACLEOD	)	DAY OF MARCH, 2020

Estate Number: **33-2618511**
Court File No.: **33-2618511**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
EUREKA 93 INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO**

**AND IN THE MATTER OF THREE RELATED INTENDED PROPOSALS (LIVEWELL
FOODS CANADA INC., ARTIVA INC., AND VITALITY CBD NATURAL HEALTH
PRODUCTS INC.)**

ORDER

THIS MOTION, made by Eureka 93 Inc., LiveWell Foods Canada Inc., Artiva Inc. and Vitality CBD Natural Health Products Inc. (the “**Debtors**”) for various relief pursuant to the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3, as amended (the “**BIA**”), was heard Friday 6 March 2020, at 161 Elgin Street, Ottawa, Ontario, with judgment being reserved to this day.

ON READING the Affidavits of Seann Poli sworn 18 February 20120, 25 February 2020 and 2 March 2020, the Affidavit of Robb Nelson sworn 2 March 2020, the Affidavit of Philip Gross sworn 28 February 2020, the Affidavit of Dirk Bouwer sworn 24 February 2020 and the First Report of Deloitte Restructuring Inc. in its capacity as the Debtors’ proposal trustee (“**Deloitte**”) dated 19 February 2020 (the “**First Report**”), on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel to the Debtors, counsel for Deloitte, counsel to Dominion Capital LLC and Perley-Robertson, Hill & McDougall LLP, no one else appearing:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

ADMINISTRATIVE CONSOLIDATION

2. **THIS COURT ORDERS** that the proposal proceedings of the Debtors (collectively, the “**Proposal Proceedings**”) be and are hereby administratively consolidated and the Proposal Proceedings are hereby authorized and directed to continue under the following joint title of proceedings:

Estate Number: **33-2618511**
Court File No.: **33-2618511**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
EUREKA 93 INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO**

**AND IN THE MATTER OF THREE RELATED INTENDED PROPOSALS (LIVEWELL
FOODS CANADA INC., ARTIVA INC., AND VITALITY CBD NATURAL HEALTH
PRODUCTS INC.)**

3. **THIS COURT ORDERS** that all further materials in the Proposal Proceedings shall be filed only in the Eureka 93 Inc. estate and court file (estate number **33-2618511** and court file number **33-2618511**) and hereby dispenses with further filing thereof in the estate and court files of the other Debtors.

ADMINISTRATION CHARGE

4. **THIS COURT ORDERS** that the Proposal Trustee, counsel for the Proposal Trustee and counsel to the Debtors shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on all of the assets, property and undertaking of the Debtors (the “**Property**”), which Administration Charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 9 and 11 hereof.

INTERIM FINANCING

5. **THIS COURT ORDERS** that the Debtors shall be entitled, subject to the terms of the Commitment Agreement dated January 2019 (the “**Credit Agreement**”) between the Debtors and Sprouter Corporation Inc., David Van Segbrook and Donna Van Segbrook (the “**Interim Lenders**”) and attached as **Appendix C** to the First Report, to borrow from the Interim Lenders an amount that shall not exceed the amounts contemplated in the Credit Agreement.

6. **THIS COURT ORDERS** that the Debtors are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees or other definitive documents (the “**Definitive Documents**”), as are contemplated by the Credit Agreement.

7. **THIS COURT ORDERS** that as security for all of the obligations of Debtors to the Interim Lenders relating to advances made under the Credit Agreement from and after the date of this Order, the Interim Lenders shall be entitled to the benefit of, and are hereby granted, a charge (the “**Interim Lending Charge**”) on the Property, and the Interim Lending Charge shall have the priority set out in paragraphs **9** and **11**.

8. **THIS COURT ORDERS AND DECLARES** that the Interim Lenders shall be unaffected: (a) by the stay of proceedings provided for in section 69 or 69.1 of the BIA, as applicable, or any other stay that may be ordered by the Court in any other proceedings initiated by the Debtors; and (b) under any proposal, or plan of compromise or arrangement filed by the Debtors.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

9. **THIS COURT ORDERS** that the priorities of the Administration Charge and the Interim Lending Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000); and

Second – Interim Lending Charge.

10. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge and/or the Interim Lending Charge (collectively, the “**Charges**”) shall not be required,

and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

11. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property so charged by them and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any person.

12. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtors shall not grant any charge, security interest or other encumbrance over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Debtors obtain an Order of this Court.

13. **THIS COURT ORDERS** that the Charges, the Credit Agreement and the Definitive Documents 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 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, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Debtors, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Credit Agreement or the Definitive Documents shall create or be deemed to constitute a breach by the Debtors of any Agreement to which any one of them is a party; and
- (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 Debtors entering

into the Credit Agreement or the Definitive Documents or the creation of the Charges, or the execution, delivery or performance of any such documents.

14. **THIS COURT ORDERS** that any of the Charges created by this Order over leases of real property in Canada shall only be a charge in the Debtors' interest in such real property leases.

EXTENSION OF TIME TO MAKE PROPOSAL

15. **THIS COURT ORDERS** that the date by which the Debtors are required to file proposals be and is hereby extended to 29 April 2020.

16. **THIS COURTS ORDERS** that beginning on 23 March 2020, Deloitte shall file with the Court, and deliver to any party on the Service List that requests a copy, bi-weekly status reports: (a) confirming that the interim funding approved pursuant to paragraph 5 is in place; (b) verifying progress of construction at the facility owned by Artiva Inc. ("**Artiva**"); (c) confirming the continued validity of the cultivation licence of Artiva; and (d) setting out the progress towards production of a first crop by Artiva.

17. **THIS COURT ORDERS** that: (a) in the event that there is a significant deviation from Artiva's cash flow statement; or (b) any of the assumptions built into the Credit Agreement fail to materialize or require significant readjustment, any creditor may move to lift the stay arising under the BIA or for amendment of this Order.



MR. JUSTICE C. MACLEOD

TAB B

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY)**

Estate Number: 33-2618511
Court File No.: 33-2618511

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
EUREKA 93 INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO**

Estate Number: 33-2618512
Court File No.: 33-2618512

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LIVEWELL FOODS CANADA INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF
ONTARIO**

Estate Number: 33-2618510
Court File No.: 33-2618510

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
ARTIVA INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO**

Estate Number: 33-2618513
Court File No.: 33-2618513

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
VITALITY CBD NATURAL HEALTH PRODUCTS INC. OF THE CITY OF OTTAWA IN
THE PROVINCE OF ONTARIO**

**FIRST REPORT OF THE PROPOSAL TRUSTEE
DELOITTE RESTRUCTURING INC.**

Dated February 19, 2020

TABLE OF CONTENTS

INTRODUCTION	1
PURPOSE	1
TERMS OF REFERENCE AND DISCLAIMER	2
BACKGROUND	3
ADMINISTRATIVE CONSOLIDATION	4
ADMINISTRATION CHARGE	4
INTERIM FINANCING	5
PROPOSED RANKING OF COURT ORDERED CHARGES	7
EXTENSION OF THE STAY PERIOD	7
CONCLUSION AND RECOMMENDATIONS	9

APPENDICES

APPENDIX "A"	Notices of Intention to Make a Proposal for the Companies dated February 14, 2020
APPENDIX "B"	Certificates of Filing dated February 14, 2020
APPENDIX "C"	Terms and Conditions for a Non-Revolving Term Credit Facility for \$2.3 Million
APPENDIX "D"	Approved Debtor-In-Possession Financing Facilities to Canadian Debtors for the period December 2017 to December 2019 published by Insolvency Insider current as of January 6, 2020
APPENDIX "E"	Statements of Projected Cash-flow for the Companies for the period February 15, 2020 to May 8, 2020

INTRODUCTION

1. This report (the “**First Report**”) is filed by Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as proposal trustee (the “**Proposal Trustee**”) in connection with the Notices of Intention to Make a Proposal (individually, an “**NOI**”, and collectively, the “**NOIs**”) filed by each of Eureka 93 Inc. (“**Eureka 93**”), LiveWell Foods Canada Inc. (“**LiveWell**”), Artiva Inc. (“**Artiva**”) and Vitality CBD Natural Health Products Inc. (“**Vitality**” and, together with Eureka 93, LiveWell and Artiva, the “**Companies**”).
2. On February 14, 2020 (the “**Filing Date**”), the Companies each filed an NOI under Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c.B-3, as amended (the “**BIA**”). Deloitte was appointed as Proposal Trustee under each NOI. Copies of the NOIs for each of the Companies, along with a lists of creditors owed greater than \$250 are attached hereto as **Appendix “A”**. Copies of the Certificates of Filing issued by the Superintendent of Bankruptcy for each of the Companies are attached hereto as **Appendix “B”**.

PURPOSE

3. The purpose of this First Report of the Proposal Trustee (the “**First Report**”) is to provide the Ontario Superior Court of Justice (the “**Court**”) with background on the Companies, and the Proposal Trustee’s recommendations pertaining to the Companies’ motion for an Order seeking the following:
 - a) an administrative consolidation of the proposal proceedings for the Companies under the Eureka 93 estate and court file number 33-2618511;
 - b) approval of \$2.3 million of interim financing (the “**Interim Financing**”) to be provided to the Companies by Sprouter Corporation Inc., David Van Segbrook and Donna Van Segbrook (the “**Interim Lenders**”), and granting the Interim Lenders a charge over the Property as security for the Interim Financing;
 - c) charges over the Companies’ assets, property and undertakings (the “**Property**”) to secure the fees and expenses of the Proposal Trustee and its legal counsel Blaney McMurtry LLP (“**Blaneys**”), and the fees and expenses of Gowling WLG (Canada) LLP

(“**Gowlings**”), counsel to the Companies; and

- d) an extension of the stay initiated on the Filing Date to April 29, 2020.

TERMS OF REFERENCE AND DISCLAIMER

4. In preparing this First Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, unaudited financial information, books and records and financial information prepared by the Companies, and discussions with Seann Poli, CEO of Eureka 93 and a Director of each of the Companies, and Peter Ostapchuk, Senior Financial Advisor to the Companies (“**Management**”) (collectively, the “**Information**”).
5. The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposal Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Generally Accepted Assurance Standards (“**Canadian GAAS**”) pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under Canadian GAAS in respect of the Information.
6. Some of the information referred to in this First Report consists of financial projections. An examination or review of the financial forecasts and projections, as outlined in the *Chartered Professional Accountants Canada Handbook*, has not been performed.
7. Future oriented financial information referred to in this First Report was prepared based on Management’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
8. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

BACKGROUND

9. The Debtors collectively operate in the cannabis industry. They comprise part of a group of companies that was formed on the premise of becoming a vertically integrated hemp and cannabis enterprise focused on cannabidiol (“**CBD**”) and other cannabinoids, as well as other health related products.
10. The Affidavit of Seann Poli sworn February 18, 2020 (the “**Poli Affidavit**”) describes, *inter alia*, the Companies’ history, corporate structure and current status. This First Report should be read in conjunction with the Poli Affidavit.
11. Eureka 93 is a publically traded company on the Canadian Stock Exchange (trading under the symbol ERKA) whose assets consist solely of the shares of LiveWell, Vitality, Ascenzia Inc. (“**Ascenzia**”) and Mercal Capital Corp. (“**Mercal**”). Ascenzia and Mercal have not commenced proposal proceedings. Trading in Eureka 93 halted on September 5, 2019 due to its failure to make certain public company filings.
12. LiveWell is a holding company whose assets consist of the shares of Artiva, LiveWell Foods Quebec Inc. (“**LiveWell Quebec**”) and OHemp Inc. (“**OHemp**”). LiveWell Quebec and OHemp have not commenced proposal proceedings.
13. Artiva is an operating company which owns a farm and greenhouse complex located at 5208 Ramsayville Road, Ottawa (the “**Ottawa Facility**”). The Ottawa Facility was acquired in December 2017 for the purpose of cultivating, processing and distributing cannabis. On September 20, 2019, Artiva was issued a cannabis cultivation licence by Health Canada. Production has not yet commenced at the Ottawa Facility.
14. Vitality is a holding company that holds the shares of Vitality Natural Health LLC (“**Vitality USA**”), a Utah registered company based in Eureka, Montana, and USA Biofuels, LLC (“**Biofuels**”), a Utah registered company. Neither Vitality USA nor Biofuels have commenced proposal proceedings.

ADMINISTRATIVE CONSOLIDATION

15. The Companies are seeking an Order administratively consolidating the proposal proceedings for the Companies under the Eureka 93 estate and court file number, and authorizing the Proposal Trustee to administer the Companies' proposal proceedings as if they were a single proceeding for the purposes of filing materials and reporting to the Court.
16. As noted in the Poli Affidavit, the relationship between the Companies is closely intertwined. The Companies share common management and administrative support, and share office space at the Ottawa Facility. The cash flow projections indicate no operating activity in three of the four companies, with Artiva, as the Borrower under the interim financing, funding any administrative expenses and professional fees during the stay period.
17. It is the Companies' view, and that of the Proposal Trustee, that the administrative consolidation of the Companies' proposal proceedings is appropriate as it would avoid duplication of efforts in reporting and be more efficient and cost effective. The proposed consolidation is on an administrative level only and not on a substantive basis.
18. A condition of the establishment of the Interim Financing is the issuance of an Order that provides for, among other things, the administrative consolidation of the NOIs.
19. For the above reasons, the Proposal Trustee is supportive of the Companies' request for the administrative consolidation of the Companies' proposal proceedings.

ADMINISTRATION CHARGE

20. The Companies are seeking an Administration Charge over the Property in the amount up to \$500,000 to secure the fees and expenses of the Proposal Trustee, Blaneys and Gowlings incurred in the period up to the Filing Date and going forward. The Administration Charge is to have a super-priority status over all other creditors of the Companies.
21. Neither Blaneys or Gowlings have received a retainer in these proceedings. Gowlings has spent considerable time and effort preparing for these proposal proceedings. The Proposal Trustee has also spent considerable time preparing for and compiling the information for the filings of the NOIs. Deloitte has received a fee indemnity to a maximum amount of \$20,000 plus HST from the Interim Lenders for its fees should it become Trustee in Bankruptcy of the Companies in the

event the proposal proceedings are unsuccessful.

22. The Administration Charge is a customary provision in proposal proceedings as it provides protection to the professionals in the event the Companies are unable to pay the reasonable fees and expenses incurred during the process. The Proposal Trustee understands that the Interim Lender supports the granting of the Administration Charge.
23. The Proposal Trustee is of the view that the Administration Charge is reasonable and appropriate in the circumstances given that four entities are involved in the filing, the complexities of some of the Companies' prior transactions, and the services provided by the professionals to date and going forward.

INTERIM FINANCING

24. The Companies have entered into a commitment (the "**Commitment**") made as of February 3, 2020 for a \$2.3 million non-revolving term credit facility ("**Interim Financing Facility**") which will provide them with funds to operate during the stay period and prepare their proposal to creditors. The Commitment is attached hereto as **Appendix "C"**. The significant terms of the Commitment are summarized as follows:
 - i) Borrowers: The Companies.
 - ii) Lender: Sprouter Corporation Inc., David Van Segbrook and Donna Van Segbrook.
 - iii) Loan amount: \$2.3 million.
 - iv) Term: the earlier of: (a) June 30, 2020; (b) the implementation of a court-ordered proposal; and (c) the acceleration and termination of the Interim Financing Facility in accordance with the Commitment.
 - v) Interest rate: 15%, payable monthly in advance.
 - vi) Commitment fee: non-refundable fee of \$320,000 upon the making of the BIA Initial Order (as defined in the Commitment) and deducted from the funds advanced to the Borrowers.
 - vii) Security: a super-priority security interest in the Property ranking in priority to all other

encumbrances save and accept for the Administration Charge.

- viii) Reporting: updated weekly cash flow projections including a variance report that reflects variances in the prior one-week period due to discrepancies between the actual and projected cash receipts and disbursements. Cash flow projections are to be rolled forward on a weekly basis. Updated capex budget within five days after a month end to reflect actuals and including variance reporting and rolled forward a further month.
 - ix) Conditions: the conditions precedent include: i) the BIA Initial Order shall be issued that approves the Commitment and the Interim Financing Facility; ii) the Lenders shall be treated as unaffected creditors in the proposal proceedings; and iii) confirmation that the Lenders are granted a fully perfected super-priority security interest in the Property (but for the Administration Charge).
25. The Proposal Trustee considered the following factors when reviewing the reasonableness of the Interim Financing:
- a) Management spent considerable time attempting to secure financing for the proposal proceedings, approaching various funding sources, and determined that the Commitment was the most reasonable source of financing in the circumstances;
 - b) the Interim Lender is not willing to provide the required interim financing other than on the terms and conditions set out in the Commitment;
 - c) without the Interim Financing Facility, the Companies will be unable to fund the proposal proceedings and prepare a proposal to their creditors;
 - d) the Interim Financing Facility will provide the Companies with sufficient funds to complete the work at the Ottawa Facility necessary to allow it to commence growing operations and generate revenue;
 - e) the Proposal Trustee compared the terms of the Commitment to a list of debtor-in-possession financing facilities approved by Canadian courts in insolvency proceedings between December 2017 and December 2019 as published by Insolvency Insider. That list is attached hereto as **Appendix "D"**. Given the nature of Companies' business and the assets available for security, the terms and conditions of the Commitment are

comparatively reasonable in the circumstances; and

- f) there are significant reporting requirements under the Commitment, and combined with the supervision by the Proposal Trustee, there should be sufficient oversight as to the use of the Interim Financing Facility during their proposal proceedings.
26. The Proposal Trustee is of the view that approval of the Interim Financing, and the proposed super-priority security interest related thereto, is in the best interests of the Companies stakeholders and will enhance the prospects for the Companies to make viable proposals to their creditors. The Proposal Trustee does not believe that creditors will be prejudiced from approval of the Interim Financing, but should in fact benefit as it is intended to permit the Companies to commence operations.
27. Based on the foregoing, the Proposal Trustee is of the view that the terms of the Interim Financing are reasonable in the circumstances.

PROPOSED RANKING OF COURT ORDERED CHARGES

28. The proposed Order provides that the Court-ordered charges shall have the following priority:
- a) Administration Charge: first ranking charge over the Property not to exceed an aggregate amount of \$500,000.
 - b) Interim Lending Charge: second ranking charge over the Property, subject only to the Administration Charge.

EXTENSION OF THE STAY PERIOD

29. The 30-day stay period under the BIA to allow the Companies to file their proposals expires on March 15, 2020 (the “**Stay Expiration Date**”). The Companies have advised that they will need further time beyond the Stay Expiration Date to prepare and file their proposals to creditors. As a result, the Companies are seeking a further 45-day extension (the “**Stay Extension**”) as permitted under Section 50.4(9) of the BIA. Should the Court grant the Companies’ Stay Extension request, the Stay Expiration Date would be extended to April 29, 2020.
30. The Companies have prepared cash flow forecasts for the period from February 15, 2020 to May

8, 2020, pursuant to the statutory requirement to file a Statement of Projected Cash-flow within 10 days of the Filing Date. A copy of the Statement of Projected Cash-flow, the notes and underlying assumptions, as well as the Trustee's Report on Statement of Projected Cash-flow are attached hereto as **Appendix "E"**. These statements were filed by the Proposal Trustee with the Official Receiver on February 19, 2020.

31. A summary of the Statement of Projected Cash-flow for the Companies is as follows:

Statement of Projected Cash-Flow					
For the 12 week period February 15, 2020 to May 8, 2020					
	Eureka	Artiva	LiveWell	Vitality	TOTAL
Receipts					
DIP Funding February 2020	-	2,300,000	-	-	2,300,000
Collection of A/R (Net Gross Margin)	-	312,500	-	-	312,500
HST refund	-	-	-	-	-
Funding from related entity	44,708	-	44,708	30,000	119,415
Other	-	-	-	-	-
Total Receipts	44,708	2,612,500	44,708	30,000	2,731,915
Disbursements					
Inventory/Seed/Plantlet Purchases	-	160,000	-	-	160,000
Integrated Pest Prevention	-	14,154	-	-	14,154
Equipment Rental (Backup generator)	-	9,726	-	-	9,726
Management Personnel Costs (3 persons)	14,708	117,662	14,708	-	147,077
Operations Personnel Costs (2 persons)	-	18,000	-	-	18,000
Master Grower Team Costs (4 Month Lead Time)	-	30,000	-	-	30,000
Internet Costs for Security Systems	-	500	-	-	500
Office Expenses	-	1,800	-	-	1,800
Professional Fees (Proposal Trustee & Legal Coun	30,000	210,000	30,000	30,000	300,000
Utilities and Power	-	15,531	-	-	15,531
Insurance (Business and Property Liability)	-	19,506	-	-	19,506
Property Taxes for Artiva Location	-	9,000	-	-	9,000
Repairs & Maintenance	-	1,200	-	-	1,200
Capital Expenditures	-	614,400	-	-	614,400
Licence Costs (Health Canada & Regulatory)	-	50,000	-	-	50,000
DIP Fees and Charges	-	320,000	-	-	320,000
DIP & Accrued Interest Expense on 1st Positions	-	392,567	-	-	392,567
Funding of related entities	-	119,415	-	-	119,415
Other	-	-	-	-	-
Total Operating Disbursements	44,708	2,103,461	44,708	30,000	2,222,876
Net Cash Flow	-	509,039	-	-	509,039
Opening Cash Balance	-	-	-	-	-
Closing Cash Balance	-	509,039	-	-	509,039

32. The Statements of Projected Cash-flows indicate that the Companies will have sufficient liquidity to fund: i) operating costs; ii) capital expenditures to complete the Ottawa Facility and make it operational, and iii) the costs of these proposal proceedings for the period up to the proposed extended Stay Extension Date (April 29, 2020).

33. The Proposal Trustee supports the Companies' request to extend the Stay Extension Date to April 29, 2020 for the following reasons:
- a) more than 30 days will be required to both complete the work required at the facility to make it operational and demonstrate that it can generate revenue on a go-forward basis, which is a fundamental requirement as it is anticipated that the proposal to be made to creditors will be funded by future cash flow;
 - b) more than 30 days will be required for the Companies to prepare a proposal that will be acceptable to their creditors;
 - c) the Companies are acting in good faith and with due diligence in taking steps to improve their operations for the benefit of stakeholders;
 - d) the Companies are likely able to make a viable proposal to creditors if the Stay Extension is granted; and
 - e) no creditor would be materially prejudiced if the Stay Extension is granted.

CONCLUSION AND RECOMMENDATIONS

34. Based on the foregoing, the Proposal Trustee respectfully recommends that this Honourable Court grant the Order requested by the Companies that:
- a) administratively consolidates the proposal proceedings for the Companies under the Eureka 93 estate and court file number, and authorizes the Proposal Trustee to administer the Companies' proposal proceedings as if they were a single proceeding for the purposes of filing materials and reporting to the Court;
 - b) approves the Interim Financing;
 - c) approves the Administration Charge and the Interim Lending Charge and the proposed priorities of those charges; and
 - d) approves the extension of the Stay Expiration Date to April 29, 2020.

All of which is respectfully submitted this 19th day of February, 2020.

DELOITTE RESTRUCTURING INC,
solely in its capacity as the Proposal Trustee
of the Companies and not in its personal or
corporate capacity

A handwritten signature in blue ink that reads "Deloitte Restructuring Inc." The signature is written in a cursive, flowing style.

Per:

Hartley Bricks, MBA, CPA, CA, CIRP, LIT
Senior Vice-President

District of: Ontario
Division No. 12 - Ottawa
Court No.
Estate No.

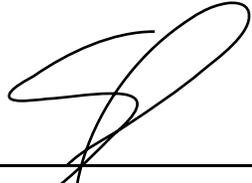
- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
Artiva Inc.
of the City of Ottawa, in the Province of Ontario

Take notice that:

1. I, Artiva Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Deloitte Restructuring Inc. of Bay Adelaide East, 8 Adelaide Street West, Suite 200, Toronto, ON, M5H 0A9, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Ottawa in the Province of Ontario, this 14th day of February 2020.



Artiva Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of: Ontario
 Division No. 12 - Ottawa
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 Artiva Inc.
 of the City of Ottawa, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
A & J Urethane	21 St George St Lyn ON K6T 1B7		7,221.00
Agroponic Industries Ltd.	908 Ranchview Cres, NW. Calgary AB T3G 1P9		26,191.95
Bank of Montreal	First Canadian Place 100 King St., W. 18th Floor Toronto ON M5X 1A1		8,872.64
Blackforest Contractor Inc	4554 Anderson Rd. Ottawa ON K0A 1K0		423.75
BMR (3403092 Canada Inc)	660 route 148 Bryson QC J0X 1H0		314.40
Canada Brokerlink (Ontario) Inc.	101-3009 St. Joseph Blvd. Orleans ON K1E 1E1		78,106.68
Canada Revenue Agency (DTL)	750 Heron Rd., Ottawa ON K1V 2E4		877,212.00
Capital Master Roofing & Contracting	2102 St Laurent Blvd Ottawa ON K1G 1A9		13,563.50
City of Ottawa	Revenue Services, PO Box 4647 Station A Toronto ON M5W 0E7		48,931.37
CTM	73 rue Jean-Proulx Gatineau QC J8Z 1W2		276.85
Denis Vezina	1092 Candlewood Place Ottawa ON K4A 5E9		511.65
Dilfo Mechanical Limited	1481 Cryville Road Ottawa ON K1B 3L7		138,944.56
FamilyLending.ca Inc.	(secured with Olypmia Trust) 136 St. Clair St., Chatham ON N7L 3J3		6,686,992.00
Fotenn Consultants Inc	223 McLeod Street Ottawa ON K1B 3W2		1,819.53

District of: Ontario
 Division No. 12 - Ottawa
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 Artiva Inc.
 of the City of Ottawa, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
GCM Consultants	Attn: Normand Thouin 9496, boulevard du Golf Montreal QC H1J 3A1		335,800.22
Genesys Greenhouse Supplies & Services	322 Townline St St. Williams ON N0E 1P0		40,555.19
Health Canada	Account Receivable P/L 1918B, Room 1804B, 161 Goldenrod Drwy		25,990.00
Lamarche Electric Inc	9374 County Road 17 Rockland ON K4K 1K9		628,947.00
Langendoen Mechanical Inc.	Attn: Phil Langendoen 1764 South Service Rd. St. Catherines ON L2R 6P9		136,598.22
Livewell Foods Canada Inc	179 Prom Du Portage, 3rd Floor Gatineau QC J8K 2K5		184,190.00
Lock Solutions Inc	954 St Laurent Blvd Ottawa ON K1K 3B3		517.83
McGee Fencing LTD.	4775 Bank Street Gloucester ON K1T 3W7		11,168.83
McKeown Contracting	2878 Stagecoach Road PO Box 296 Greely ON K4P 1N5		8,400.00
Nelson Water Inc.	248 Westbrook Road Ottawa ON K0A 1L0		1,195.05
OdorGone	4219 Garrett Road Drexel Hill PA 19026 USA		5,191.83
Ontario Ministry of Labour	400 University Ave #14 Toronto ON M7A 1T7		12,276.00
Orkin Canada	5840 Falbourne St. Missassauga ON L5R 4B5		2,397.24
Paladin Technologies	29 Antares Drive Ottawa ON K2E 7V2		26,479.32

District of: Ontario
Division No. 12 - Ottawa
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
Artiva Inc.
of the City of Ottawa, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Paul Boers Ltd.	3500 South Service Rd. Vineland Station ON L0R 2E0		143,882.63
Protect IP	6805 boul Thimens St-Laurent QC H4S 2C7		7,725.00
Ritchie Feed & Seed Inc.	1390 Windmill Lane Ottawa ON K1B 4V5		21,355.94
Royal Bank of Canada	90 Sparks St., Ottawa ON K1P 5T6		78,888.72
Toromont CAT	3131 Highway 7 Concord ON L4K 5E1		6,492.52
Vacation Payable to Former Employees			6,143.33
Van's Pressure Cleaning LTD.	141 Bently Ave, Unit C, Ottawa ON K2E 6T7		36,088.44
WSIB	200 Front Street West Toronto ON M5V 3J1		2,551.69
Total			9,612,216.88



Artiva Inc.
Insolvent Person

District of: Ontario
Division No. 12 - Ottawa
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
Eureka 93 Inc.
of the City of Ottawa, in the Province of Ontario

Take notice that:

1. I, Eureka 93 Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Deloitte Restructuring Inc. of Bay Adelaide East, 8 Adelaide Street West, Suite 200, Toronto, ON, M5H 0A9, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Ottawa in the Province of Ontario, this 14th day of February 2020.



Eureka 93 Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of: Ontario
 Division No. 12 - Ottawa
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 Eureka 93 Inc.
 of the City of Ottawa, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Bay Street HR	1 University Avenue, 18th Floor Toronto ON M5J 2P1		15,520.55
BDO Canada	1000 Rue De La Gauchetiere Ouest, Bur 200 Montreal QC H3B 4W5		2,681.22
Borden Lander Gervais LLP	100 Queen Street, Suite 1300 Ottawa ON K1P 1J9		5,071.44
Bridge West CPAs & Consultants LLC	1714 Duchess Drive Longmont CO 80501 USA		14,071.18
Broadridge	PO Box 416423 Boston MA 02241 USA		8,260.14
Broadridge	PO Box 57461, Station A Toronto ON M5W 5W5		5,808.43
CBRE Ltd.	380 Wellington Street, Suite 30 London ON N6A 5B5		1,695.00
CIBC World Markets	161 Bay St., Toronto ON M5J 2S8		81,109.07
Dominion Capital LLC, BPY Ltd., Nomis Bay Ltd and MMCAP International Inc. SPC	341 West 38th Street, Suite 800 New York NY 10018		11,004,000.00
Dr. Calving R Stiller	4 Tallwood St., London ON		92,717.20
Evan Dion Photographer Inc	20 Leslie Street, Suite 120 Toronto ON M4M 3L4		19,012.25
Hugessen Consulting	Royal Bank Plaza, South Tower Suite 3200, PO Box 155, 200 Bay Street Toronto ON M5J 2J4		38,928.50
KCSA Strategic Communications	420 Fifth Ave, 3rd Floor New York NY 10018 USA		41,462.44
Knox-Vannest Corp.			101,575.80

District of: Ontario
 Division No. 12 - Ottawa
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 Eureka 93 Inc.
 of the City of Ottawa, in the Province of Ontario

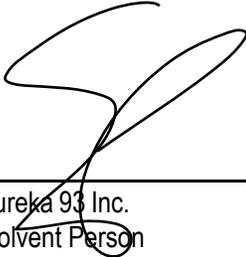
List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Lawson Lundell LLP	1600 Cathedral Place Vancouver BC		51,558.61
Michael P. Mueller	Chairman of Laurentian Bank of Canada		111,575.80
MNP LLP	1155, Boul. Rene-Levesque O., 23 E Stage Montreal QC H3B 2K2		116,872.09
Nimble Communications	60 Atlantic Avenue, Suite 200 Toronto ON M6K 1X9		7,910.00
Paul G Smith	225 Richmond St. W. Toronto ON M5V 1W2		60,000.00
Perley Robertson et al	Attn: Tim McCunn 1400-340 Albert Street, Constitution Square Ottawa ON K1R 0A5		229,504.45
Perley-Robertson, Hill & McDougall LLP	340 Albert St., # 1400 Ottawa ON K1R 7Y6		373,965.79
Postmedia	365 Bloor Street East Toronto ON M4W 3L4	416-442-3376	5,173.88
Share Deposits			632,460.23
Steven Archambault	1561 Maley Lane Kanata ON K2W 1C2		10,000.00
Tim McCunn	C/O Perley Robertson et al 1400-340 Albert St., Constitution Square Ottawa ON K1R 0A5		74,197.55
TMX TSX Trust Company	301 - 100 Adelaide Street West Toronto ON M5H 4H1		6,220.94
Todd Korol	1164 Edgemont Road NW Calgary AB T3A 2J8		4,525.50
Torys LLP	TD South Tower 79 Wellington St. W, 30th Floor, Box 270 Toronto ON M5K 1N2	416-865-7380	256,666.98
William A. MacKinnon	15 Kingsgarden Rd., Toronto ON M8X 1S7		116,589.34

District of: Ontario
Division No. 12 - Ottawa
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
Eureka 93 Inc.
of the City of Ottawa, in the Province of Ontario

Total			13,489,134.38
--------------	--	--	---------------



Eureka 93 Inc.
Insolvent Person

District of: Ontario
Division No. 12 - Ottawa
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
LiveWell Foods Canada Inc.
of the City of Ottawa, in the Province of Ontario

Take notice that:

1. I, LiveWell Foods Canada Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Deloitte Restructuring Inc. of Bay Adelaide East, 8 Adelaide Street West, Suite 200, Toronto, ON, M5H 0A9, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Ottawa in the Province of Ontario, this 14th day of February 2020.



LiveWell Foods Canada Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of: Ontario
 Division No. 12 - Ottawa
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 LiveWell Foods Canada Inc.
 of the City of Ottawa, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
1221858 Ontario Ltd	Attn: R Pererkin 269 Pleasant Park Road Ottawa ON K1H 5M7		12,823.95
6502709 Canada Inc.	36 Doris Ave. Ottawa ON K1T 3W8		215,340.01
8439109 Canada Inc. (Le Vibe)	1966 Boul Maloney Est Gatineau QC J8R 3Z4		735.84
9051058 Canada Inc.	Attn: P Boulet 206-900 Boul de la Carriere Gatineau QC J8Y 6T5		3,546.98
AGA Financial Group Inc (Manulife)	c/o Groupe Financier AGA Inc 3500 De Maisonneuve Blvd West, Suite 2200 Westmount QC H3Z 3C1		5,611.43
BDO Canada	1000 Rue De La Gauchetiere Ouest, Bureau 200 Montreal QC H3B 4W5		2,437.47
CNW Telbec	2000, Avenue McGill College, 3iem Etage Montreal QC H3A 3H3		40,713.11
Computershare	100 University Ave. , 11th Floor, South Tower Toronto ON M5J 2Y1		3,051.41
Conrad Seguin	183 Dovercourt Road Toronto ON M6J 3C1		8,933.37
Corporate Traveller	220-220 Laurier Ave West Ottawa ON K1P 5Z9		13,558.56
David Rendimonti	45 Maple Edge Lane Whitby ON L1R 2N1		5,384.33
Employee - Accrued Payroll - July 2019 to Sept 2019			262,382.08
Employee (Former) - Accrued Vacation Payable			111,511.99
Excelins Consulting Inc.	Attn: Stéphane Vézina 18 De L'argile Gatineau QC J8Z 3G2		1,695.00

District of: Ontario
 Division No. 12 - Ottawa
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 LiveWell Foods Canada Inc.
 of the City of Ottawa, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Grit Capital Advisory	18 Yorkville Avenue, Suite 2405 Toronto ON M4W 3Y8		56,500.00
iCorp.ca	136 Leopolds Drive Ottawa ON K1V 7E3		23,306.25
icorp.ca Inc.	136 Leopolds Drive Ottawa ON K1V 7E3		21,893.75
Intact Insurance	Attn: BrokerLink 201-3009 St. Joseph Blvd Orleans ON K1E 1E1		1,850.63
JR Gagnon Affaires Publiques	Attn: Jean-René Gagnon 72 avenue des Flandres Candiac QC J5R 6W1		20,120.65
KerrSmith Design	2 River Street Toronto ON M5A 3N9		309,789.65
Microsoft Corporation	Lockbox 910430, PO Box 4090 Station A Toronto ON M5W 0E9		2,843.76
MNP LLP	1155 boul. Rene-Levesque O., 23e etage Montreal QC H3B 2K2		311,867.51
Omnivigil Solutions	290-4765, 1er Avenues Quebec QC G1H 2T3		565.13
Ontario Ministry of Labour	400 University Ave #14 Toronto ON M7A 1T7		149,000.00
Patrick McGrade	3 Goswell Rd Toronto ON M9A 1G2		6,415.72
Perley-Robertson, Hill & McDougall LLP	Attn: Dirk Bouwer 340 Albert St #1400 Ottawa ON K1R 7Y6		17,608.29
Peter Geimer	11 Pavillion Stree Unionville ON L3R 1N8		309.87
Plantech Control Systems Inc.	3466 S Service Rd Vineland Station ON L0R 2E0		29,725.86

District of: Ontario
 Division No. 12 - Ottawa
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the matter of the proposal of
 LiveWell Foods Canada Inc.
 of the City of Ottawa, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Postmedia	P.O Box 7400 London ON N5Y 4X3		33,436.02
Robert Leaker	5 Glover Mountain Rd Stoney Creek ON L8J 1X5		54,678.79
Rogers	CP11442 Montreal ON H3C 5J2		3,007.09
Rogers (Artiva)	CP11442 Montreal QC H3C 5J2		340.69
Seann Poli Reimbursed Exp	5851 Knights Dr Ottawa ON K4M 1K3		421.96
Steve Archambault	1561 Maley LN Ottawa ON K2W 1C2		4,345.74
Tilray Inc.	1100 Maughan Road Nanaimo BC V9X 1J2		1,551,722.98
Timothy J. McCunn Professional Corp.	47 Kings Landing Private Ottawa ON K1S 5P3		71,190.00
Vitality CBD Natural Health Products Inc.	1400 - 340 Albert St., Ottawa ON K1R 0A5		1,048,910.78
West Canada Holdings ULC	181 Bay Street, Suite 400 Toronto ON M5J 2V8		6,102.00
Total			4,413,678.65



 LiveWell Foods Canada Inc.
 Insolvent Person

District of: Ontario
Division No. 12 - Ottawa
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
Vitality CBD Natural Health Products Inc.
of the City of Ottawa, in the Province of Ontario

Take notice that:

1. I, Vitality CBD Natural Health Products Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Deloitte Restructuring Inc. of Bay Adelaide East, 8 Adelaide Street West, Suite 200, Toronto, ON, M5H 0A9, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Ottawa in the Province of Ontario, this 14th day of February 2020.



Vitality CBD Natural Health Products Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of: Ontario
Division No. 12 - Ottawa
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
Vitality CBD Natural Health Products Inc.
of the City of Ottawa, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Bennett Jones	1 First Canadian Place Suite 3400, P.O. Box 130 Toronto ON M5X 1A4		120,722.24
Brian Baker	brian.baker@eshiftcare.com		130,000.00
Canada Revenue Agency	875 Heron Rd., Ottawa ON K1A 1A2		4,045.22
International Process Plants and Equipment	410 Princeton Heightstown Rd Princeton Junction NJ 09550 USA		317,574.47
Karen E. Wootton Legal Services	300 N. Main Street, 2nd Floor Las Cruces NM 88001 USA		1,155.78
MNP LLP	1155, Boul, Rene-Levesque O., 23 E Stage Montreal QC H3B 2K2		147,865.24
Parsons Behle & Latimer	201 South Main St., Suite 1800 Salt Lake City Utah 84111 USA		8,553.68
Total			729,916.63



Vitality CBD Natural Health Products Inc.
Insolvent Person



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 12 - Ottawa
Court No. 33-2618510
Estate No. 33-2618510

In the Matter of the Notice of Intention to make a
proposal of:

Artiva Inc.
Insolvent Person

DELOITTE RESTRUCTURING INC/RESTRUCTURATION
DELOITTE INC
Licensed Insolvency Trustee

Date of the Notice of Intention: February 14, 2020

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

-- AMENDED --

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: February 17, 2020, 08:17

E-File/Dépôt Electronique

Official Receiver

Place Bell Canada, 160 Elgin Street, 11th Floor, Suite B-100, Ottawa, Ontario, Canada, K2P2P7, (877)376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 12 - Ottawa
Court No. 33-2618511
Estate No. 33-2618511

In the Matter of the Notice of Intention to make a
proposal of:

Eureka 93 Inc.
Insolvent Person

DELOITTE RESTRUCTURING INC/RESTRUCTURATION
DELOITTE INC
Licensed Insolvency Trustee

Date of the Notice of Intention: February 14, 2020

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

-- AMENDED --

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: February 17, 2020, 08:22

E-File/Dépôt Electronique

Official Receiver

Place Bell Canada, 160 Elgin Street, 11th Floor, Suite B-100, Ottawa, Ontario, Canada, K2P2P7, (877)376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 12 - Ottawa
Court No. 33-2618512
Estate No. 33-2618512

In the Matter of the Notice of Intention to make a
proposal of:

LiveWell Foods Canada Inc.
Insolvent Person

DELOITTE RESTRUCTURING INC/RESTRUCTURATION
DELOITTE INC
Licensed Insolvency Trustee

Date of the Notice of Intention: February 14, 2020

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: February 17, 2020, 08:27

E-File/Dépôt Electronique

Official Receiver

Place Bell Canada, 160 Elgin Street, 11th Floor, Suite B-100, Ottawa, Ontario, Canada, K2P2P7, (877)376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 12 - Ottawa
Court No. 33-2618513
Estate No. 33-2618513

In the Matter of the Notice of Intention to make a
proposal of:

Vitality CBD Natural Health Products Inc.
Insolvent Person

DELOITTE RESTRUCTURING INC/RESTRUCTURATION
DELOITTE INC
Licensed Insolvency Trustee

Date of the Notice of Intention: February 14, 2020

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: February 17, 2020, 08:30

E-File/Dépôt Electronique

Official Receiver

Place Bell Canada, 160 Elgin Street, 11th Floor, Suite B-100, Ottawa, Ontario, Canada, K2P2P7, (877)376-9902

Canada

**TERMS AND CONDITIONS FOR NON-REVOLVING
TERM CREDIT FACILITY
IN THE AMOUNT OF CDN \$2,300,000**

- Commitment:** This commitment to provide the Interim Financing Facility (the “**Commitment**”) is made as of February 3, 2020.
- Borrower:** Eureka 93 Inc., LiveWell Foods Canada Inc., Artiva Inc. and Vitality CBD Natural Health Products Inc. (the “**Borrowers**”).
- Lender:** Spouter Coporation Inc., David and Donna VanSegbrook (the “**Lenders**”).
- Definitions:**
- “**BIA Initial Order**” means an Order made by the Ontario Superior Court of Justice in form and substance that accords with Schedule “A” to this Commitment.
- “**Material Adverse Effect**” means any such matter, event or circumstance that, individually, or in the aggregate could, in the opinion of the Lenders, acting reasonably, be expected to have a material adverse effect on: (a) the business, assets, properties, liabilities (actual or contingent), operations or condition (financial or otherwise) of the Borrowers, individually, or the Borrowers and its subsidiaries taken as a whole; (b) the validity or enforceability of this Commitment or any other loan document; (c) the perfection or priority of any encumbrance granted by the Borrowers; (d) the rights or remedies of the Lenders under this Commitment or any other loan document; or (e) the ability of any Borrower to perform any of its material payment obligations under this Commitment or any other loan document to which it is a party.
- “**Material Contract**” means any contract, licence or agreement: (i) to which any Borrower is a party or is bound; (ii) which is material to, or necessary in, the operation of the business of any Borrower; and (iii) which a Borrower cannot promptly replace by an alternative and comparable contract with comparable commercial terms.
- “**Obligations**” means all present and future loans, advances, debts, liabilities, obligations, guaranties, covenants, duties and indebtedness at any time owing by Borrowers to the Lenders, whether evidenced by this agreement or any note or other instrument or document, or otherwise, whether arising from an extension of credit, opening of a letter of credit, banker’s acceptance, loan, guaranty, indemnification, ancillary service, or otherwise, whether direct or indirect (including, without limitation, those acquired by assignment and any participation by Lenders in Borrowers’ debts owing to others, and any interest and other obligations that accrue after the commencement of an insolvency proceeding), absolute or contingent, due or to become due, including, without limitation, all

interest, charges, expenses, and fees and any other sums chargeable to the Borrowers under this agreement or under any other loan documents.

Commitment,
Availability, and
Purpose:

A non-revolving term credit commitment from the Lenders in the amount of CDN \$2,300,000 (the “**Interim Financing Facility**”).

The Borrowers shall use the proceeds of the Interim Financing Facility solely for the following purposes and in the following order, in each case during and for the purposes of the Borrower’s pursuit of the a plan or proposal under the *Bankruptcy and Insolvency Act*:

- (a) to fund the reasonable and documented financial advisory fees and expenses, the reasonable and documented Proposal Trustee fees and expenses, and the reasonable and documented legal fees and expenses of counsel to the Lender, the Borrowers, and the Proposal Trustee. It is agreed to and acknowledged by the Borrowers and the Lender that those fees and expenses incurred to the date hereof and those provided for in the Capex Budget (as defined below) as of the date hereof are reasonable;
- (b) to fund the payment of interest and other amounts payable under the Interim Financing Facility under this Commitment in accordance with the terms hereof;
- (c) to fund the operating expenses of the Borrowers necessary for the preservation of its business and assets during the Insolvency Proceedings in accordance with the Capex Budget (defined below) and Cash Flow Projections (defined below);
- (d) to fund such other costs and expenses as agreed to by the Lenders, in writing; and
- (e) bring and keep current the first charge/mortgage registered against the real property located at 5130 and 5208 Ramsayville Rd in Ottawa, Ontario (the “**Real Property**”) as Instrument Number OC1945390.

For greater certainty:

- (a) the Borrower may not use the proceeds of the Interim Financing Facility to pay any pre-filing obligations of the Borrowers without the prior written consent of the Lender; it being agreed by the Lender that such consent is not required for the Borrowers to pay (i) amounts due to trade creditors in the ordinary course of business, (ii) taxes, accrued payroll and other ordinary course liabilities, provided in each case that such amounts under items (i) and (ii) are included in the Capex Budget or the BIA Initial Order, or (iii) any other amounts owing by the Borrowers to the

extent specifically identified in the Capex Budget or the BIA Initial Order.

- (b) the Interim Financing Facility shall not be used to repatriate equity to the shareholders of any Borrower, to pay dividends, or to pay bonuses to employees, officers or directors of any Borrower, or to fund any non-arm's length transactions.

**Cash Flow
Projections and
Capex Budget:**

Cash Flow Projections:

Attached hereto as **Schedule "B"** are the weekly cash flow projections for the period commencing within one week of the BIA order on a six-month rolling basis (the "**Cash Flow Projections**"). The Cash Flow Projections are prepared by the Borrowers and approved in form and substance by the Lenders.

The Cash Flow Projections shall be updated weekly on or before the Wednesday of the following week to reflect the actual receipts and disbursements of the prior week. A variance report shall be provided to reflect variances in the prior one-week period due to discrepancies between the actual and projected cash receipts and disbursements.

The Cash Flow Projections shall be rolled forward on a weekly basis on or before the Wednesday of the following week. The rolled forward Cash Flow Projections shall be subject to approval by the Lender on or before the Friday of the following week.

The Cash Flow Projections shall be certified by the Chief Financial Officers of the Borrowers or such other person agreed to by the Lender to be true, complete and accurate.

Capex Budget:

Attached hereto as **Schedule "C"** is the Capex Budget (the "**Capex Budget**") for the month of February which shall include line item and aggregate Capex Budget controls, within variation limits.

The Capex Budget is prepared by the Borrowers and approved in form and substance by the Lenders.

The Capex Budget shall be updated monthly within five days after the end of each calendar month to reflect actual numbers for the prior month and a variance report shall be provided to reflect variances in the prior month due to discrepancies between the actual and projected expenses.

The Capex Budget shall be rolled forward each month within five days after the end of each calendar month. The rolled forward Capex Budget shall be subject to the approval of the Lender.

The Capex Budget shall be certified by the Chief Financial Officers of the Borrowers or such other person agreed to by the Lender to be true, complete and accurate.

Cash Management: Subject to the terms of the BIA Initial Order:

- (a) Each Borrower shall, at its own expense, enforce, collect and receive all amounts owing on its accounts in the ordinary course of its business and any proceeds it so receives shall be subject to the terms hereof.
- (b) All cheques, cash receipts, credit card sales and receipts, all collections of accounts receivable and all other proceeds, notes, instruments or property received by a Borrower (including all amounts payable to any Borrower from a credit card issuer or credit card processor), shall be deposited into one or more new bank accounts of the Borrower in the name of Artiva Inc. (the "**Operating Accounts**").
- (c) Each Borrower shall (a) direct all account debtors to deposit any and all proceeds into the Operating Accounts; (b) indicate on all of its invoices that payment should be delivered to the Operating Accounts; and (c) irrevocably authorize and direct any bank which maintains any Borrower's initial receipt of cash, cheques or other items to promptly wire transfer all available funds to one or more of the Operating Accounts.
- (d) After the occurrence and during the continuance of an Event of Default (a) the Lenders shall at all times have the sole authority to provide instructions regarding the disposition of funds on deposit in the Operating Accounts; (b) the Borrowers authorize and direct the Lenders, in the Lenders' sole discretion, to automatically debit the Operating Accounts for all amounts payable by the Borrowers to the Lenders hereunder including, without limitation, principal, interest, fees or other amounts payable by the Borrowers; (c) the Borrowers shall have no right of withdrawal from the Operating Accounts; and (d) the funds on deposit in the Operating Accounts shall at all times be collateral security for the obligations owing to the Lenders under this Commitment.
- (e) In the event that, notwithstanding the provisions of this Section, any Borrower receives or otherwise has control of any such proceeds or collections, such proceeds and collections shall be

held in trust by such Borrower for the Lenders, shall not be deposited in any account of such Borrowers (other than the Operating Accounts) and shall, not later than the business day after receipt thereof, be deposited into the Operating Accounts or dealt with in such other fashion as such Borrower may be instructed by the Lenders.

- (f) Without limiting the foregoing, so long as no Event of Default shall have occurred and be continuing, and subject to the Capex Budget and the Cash Flow Projections, the Borrowers may direct, and shall have sole authority over, the manner of disposition of funds in the Operating Accounts.
- (g) The Lenders shall record the principal amount of the obligations owing to the Lenders under this Commitment and the payment of principal and interest and all other amounts becoming due to the Lenders. The Lenders' accounts and records shall constitute, in the absence of manifest error, prima facie evidence of the amount of the obligations owing to the Lenders under this Commitment.
- (h) The Borrowers acknowledge that the implementation of the foregoing cash management provisions is required for the Lenders to manage and monitor its collateral position and that the Lenders are relying on the Borrowers' acknowledgements with respect to such cash management arrangements in making the Interim Financing Facility available to the Borrowers.

Term:

The Interim Financing Facility shall be repaid in full on Termination Date, which shall be the earliest of: (a) 30 June 2020 (the "**Maturity Date**"); (b) the implementation of a court-ordered proposal, or plan of compromise or arrangement in respect of the Borrowers (the "**Plan Implementation Date**"); and (c) the acceleration and termination of the Interim Financing Facility in accordance with this Commitment (together with the Maturity Date and the Plan Implementation Date, the "**Termination Date**").

Closing Date:

The Interim Financing Facility shall be established in favour of, and the Interim Financing shall be advanced to, the Borrowers within two business days following the making of the BIA Initial Order of the Ontario Superior Court of Justice (the "**Court**") in the proceedings (the "**Insolvency Proceedings**") under the *Bankruptcy and Insolvency Act* in respect of the Borrowers *inter alia* approving this Commitment and granting security to the Lenders as contemplated herein and in the BIA Initial Order (the "**Advance Date**").

Security:

Subject to the terms of the BIA Initial Order, as general and continuing security for the payment and performance of the Obligations, the following security ("**Security**") shall be granted to the Lender from each of the Borrower and Guarantors:

- (a) A super-priority security interest in all of the present and after-acquired assets, property and undertaking of the Borrower (the "**Collateral**").
- (b) The Lender's security interest shall rank in priority to all other Encumbrances save and except for a charge in favour of the Borrowers' legal counsel, the Proposal Trustee and the Proposal Trustee's legal counsel to secure payment of their professional fees and disbursements (the "**Priority Charge**"), which charge shall be limited to \$500,000.00.
- (c) The Lender's security interest and ranking shall be approved by the Court, on terms and conditions satisfactory to the Lender.

All rights, agreements and obligations of the Borrowers and the Lenders and the granting of, and the priorities of, the Security and the Obligations set out in this Agreement, will remain in full force and effect irrespective of the time of any loan or advance made to the Borrowers by the Lenders, including whether advanced before or after or at the same time as the creation of the security interests or before or after or at the same time as the date of execution of this Agreement.

The Lenders shall, at the Borrowers' expense and to the satisfaction of the Lenders, register, file or record, or cause to be registered, filed or recorded, the Security in all offices and jurisdictions where such registration, filing or recording is necessary or, in the Lenders' determination, advisable or to the advantage of the Lenders, to, create, perfect or preserve the Security granted by such Borrower. Each Borrower shall provide the Lenders with such assistance and do such acts as the Lenders may from time to time reasonably request and provide such other materials of conveyance, assignment, transfer, or charge to properly effect the Lenders' security as contemplated and shall renew and maintain such registrations, filings, and recordings from time to time as and when required to keep them in full force and effect.

The Borrowers shall from time to time execute and deliver all such further deeds or other instruments of conveyance, assignment, transfer, mortgage or hypothec, charge, security interest or pledge in connection with any assets acquired by a Borrower intended to be subject to the Security after the date hereof, or as may be required to properly perfect the security interest of the Lenders in any collateral subject to the Security.

Commitment Fee: A non-refundable commitment fee of CDN \$320,000.00 (the "Commitment Fee") shall be earned and payable to the Lender upon the making of the BIA Initial Order and shall be deducted from the funds advanced to the Borrowers on the Advance Date.

Nature of Fees: Non-refundable under all circumstances.

Interest Rate: Interest will accrue in Canadian dollars at the rate of 15 per cent per annum. It will be calculated on the basis of the actual number of days elapsed in a 365-day year (or a 366-day year in a leap year) and payable monthly in advance in cash on the first business day of each month and accrues from the date of the first advance of funds by the Lenders to the Borrowers.

Upon and from the date of the occurrence of an Event of Default (as hereinafter defined), in addition to the interest accrued and payable as set forth above, all principal and interest under the Interim Financing Facility shall bear interest at the applicable interest rate plus 2% per annum, calculated and compounded monthly, not in advance, payable on demand in arrears in cash.

All interest shall be computed on the basis of a calendar year of 365 or 366 days, as applicable, provided that, whenever any interest is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each rate of interest determined pursuant to such calculation is equivalent for the purposes of the *Interest Act* (Canada) is such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used in the basis for such determination.

If any provision of this Commitment would obligate the Borrowers to make any payment to the Lender of an amount that constitutes "interest", as such term is defined in the *Criminal Code* (Canada) and referred to in this section as "**Criminal Code Interest**", during any one-year period after the date of the funding of the Interim Financing Facility in an amount or calculated at a rate which would result in the receipt by the Lender of Criminal Code Interest at a "criminal rate" (as defined in the *Criminal Code* (Canada) and referred to in this section as a "**Criminal Rate**"), then, notwithstanding such provision, that amount or rate during such one-year period shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not result in the receipt by the Lender during such one-year period of Criminal Code Interest at a Criminal Rate, and the adjustment shall be effected, to the extent necessary, as follows: (i) first, by reducing the amount or rate of interest required to be paid to the Lender during such one-year period; and (ii) thereafter, by reducing any other amounts (other than costs and expenses) (if any) required to be paid

to the Lender during such one-year period which would constitute Criminal Code Interest.

Any amount or rate of Criminal Code Interest referred to in this section shall be calculated and determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that any portion of the Interim Financing Facility remains outstanding on the assumption that any charges, fees or expenses that constitute Criminal Code Interest shall be pro-rated over the period commencing on the Advance Date and ending on the Termination Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Lender shall be conclusive for the purposes of such calculation and determination.

**Mandatory
Prepayments:**

The net cash proceeds from the sale or sales of the Collateral other than the sale of inventory in the ordinary course of business, and any insurance proceeds received in respect of the Collateral, shall be applied to permanently reduce the Interim Financing Facility.

**Optional
Prepayment:**

The Interim Financing Facility shall be pre-payable at any time by the Borrowers without notice or bonus.

**Conditions of
Establishment of
the Interim
Financing Facility**

The establishment of the Interim Financing Facility by the Lenders in favour of the Borrowers and the advance of the Interim Financing Facility shall be subject to the satisfaction of the following conditions:

- (a) The BIA Initial Order shall be made substantially in the form attached as **Schedule "A"** and shall include, without limitation, (i) the approval of this Commitment and the Interim Financing Facility by the Court, (ii) provisions providing that the Lenders shall be treated as "unaffected creditors" in the Insolvency Proceedings and in any proposal, or plan of compromise or arrangement filed in the Insolvency Proceedings or in any other insolvency proceeding with respect to the Borrowers, and (iii) confirmation that the Lenders are entitled to and are granted a fully perfected super-priority security interest in and first continuing charge (but for the Priority Charge) on all assets of the Borrowers as security for any and all advances made by the Lenders under or pursuant to the Interim Financing Facility, and such BIA Initial Order shall not have been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in any manner that adversely affects the Lenders, without the written consent of the Lenders.

- (b) No Event of Default (as hereinafter defined) and no condition which would constitute an Event of Default with the giving of notice or lapse of time or both shall exist;
- (c) The Lenders shall have had a reasonable opportunity to review advance copies of, and shall be reasonably satisfied with, all materials to be filed in respect of the Insolvency Proceedings.
- (d) The Lenders shall have received the Capex Budget and the Cash Flow Projections each of which shall be in form and substance satisfactory to the Lenders and the initial advance shall be made in accordance with the Capex Budget and the Cash Flow Projections.
- (e) All fees and expenses owing to the Lenders shall have been paid.
- (f) The Lenders shall have received documentation satisfactory to it confirming that it has a perfected security interest in the Collateral, including a duly authorized and executed general security agreement in form and substance satisfactory to the Lenders together with such supporting corporate resolutions, certificates, legal opinions, registrations and other documents as the Lenders may require in their sole discretion
- (g) All governmental and third-party consents and approvals necessary or required by the Lenders in connection with the Interim Financing Facility and its effectiveness shall have been obtained and shall remain in full force and effect.
- (h) No Material Adverse Effect shall have occurred after the date of the issuance of the BIA Initial Order, as determined by the Lenders in their sole discretion.
- (i) The Borrowers shall have paid all statutory liens, trust and other government claims including, without limitation, source deductions.
- (j) The Borrowers shall have complied in all material respects with all applicable laws in relation to its business and the BIA Initial Order.
- (k) If requested by the Lenders, the Lenders shall be named as mortgagees and loss payees on all property insurance and an additional insured on all liability insurance, which insurance and its terms shall be satisfactory to the Lenders.

- (l) All representations and warranties of the Borrowers shall be true and correct in all material respects on and as of the date of advance.
- (m) The Lenders shall have received from the Borrowers an acceptable schedule for timelines and completion dates for renovations and company re-organization, which schedule is attached hereto as **Schedule "D"**.

The acceptance by the Borrowers of the advance of the Interim Financing Facility shall be deemed to be a representation and warranty by the Borrower that the conditions specified above have been satisfied.

Representations and Warranties:

Each of the Borrowers hereby represents and warrants to each of the Lenders as follows:

- (a) the Borrower is a corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all necessary corporate power and authority to own its properties and carry on its business as presently carried on and it is duly licensed, registered or qualified to carry on business in the jurisdictions in which its assets are located;
- (b) subject to the making of the BIA Initial Order, the Borrower has full corporate power and authority to enter into this Commitment and any other documents entered into in connection with the Interim Financing Facility and to do all acts and execute and deliver all other documents as are required hereunder or thereunder to be done, observed or performed by it in accordance with their terms;
- (c) subject to the making of the BIA Initial Order, the Borrower has taken all necessary corporate action to authorize the creation, execution, delivery and performance of this Commitment and the other documents to which it is a party and to observe and perform the provisions of each in accordance with its terms;
- (d) subject to the making of the BIA Initial Order, this Commitment constitutes and, when executed and delivered, each of the other documents to which it is a party, will constitute, valid and legally binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms;
- (e) the business and operations of the Borrower are in compliance in all material respects with all environmental laws and, except as disclosed to the Lenders, to the best of the Borrower's knowledge, after due inquiry, there are no (A) existing, pending or threatened claims, complaints, notices or requests of which it is aware (after

due inquiry) with respect to any alleged violation of or alleged liability under any environmental laws relating to the business or operations of the Borrower or the Real Property, or (B) governmental or court orders or directives, including without limitation stop, clean up, remediation, or preventive orders, directions or action request notices of which it is aware relating to environmental matters requiring any works, repairs, remediation, clean up, construction or capital expenditures with respect to the business or operations of the Borrower which would be reasonably likely to constitute a material adverse effect; in addition, the business or operations of the Borrower is in compliance in all material respects with all environmental laws;

- (f) to the best of the Borrower's knowledge, the business operated by the Borrower does not infringe and will not infringe upon any patents, trademarks, trade names, service marks or copyrights, domestic or foreign, or any other industrial property or intellectual property of any other person; and
- (g) the insurance maintained by the Borrower is in such amounts as is customarily carried by similar companies.

**Affirmative
Covenants:**

Each of the Borrowers shall:

- (a) Preserve, renew and keep in full force their corporate existence consistent with approved BIA proposal.
- (b) Pay all indebtedness due and payable in connection with the Interim Financing Facility in accordance this Commitment.
- (c) Pay all indebtedness due and payable in accordance with the BIA Initial Order, the Capex Budget and the Cash Flow Projections.
- (d) Subject to the terms of the BIA Initial Order, the Capex Budget and the Cash Flow Projections, pay all taxes (including, without limitation, corporate, goods and services, harmonized sales tax and employee source deductions), except contested taxes, for which appropriate reserves have been made, make all remittances, and file on a timely basis all tax returns.
- (e) Conduct business in accordance with the Capex Budget.
- (f) Comply with the terms of the BIA Initial Order, the Capex Budget and the Cash Flow Projections.
- (g) Update the Capex Budget and the Cash Flow Projections in accordance with the terms of this Commitment.

- (h) Comply with the provisions of any and all orders of the Court made in connection with the Insolvency Proceedings.
- (i) Use the proceeds from the Interim Financing Facility for the purposes stated in this Commitment, the Capex Budget and the Cash Flow Projections.
- (j) Keep the Lenders informed on a timely basis of material events in the conduct of the business and the Insolvency Proceedings, including delivery of requested information and weekly status updates.
- (k) Deliver to the Lenders draft copies of any court materials in respect of the Insolvency Proceedings which the Borrowers intend to file with the Court for review and comment by the Lenders not less than ten business days prior to the date of service and filing of said court materials or, where it is not practically possible to do so within such time, as soon as possible and in any event not less than one day prior to the date on which such motion, application, proposed order or other materials or document is served on the service list in respect of the Insolvency Proceedings; provided that all such filings by the BIA Applicants shall be in form and substance acceptable to the Lenders and their respective counsel, acting reasonably, to the extent that any such filings affect or can reasonably be expected to affect the rights and interests of the Lenders.
- (l) Deliver to the Lenders all pleadings, motions, applications, judicial information, financial information, and other documents filed by or on behalf of the Borrower with the Court or distributed by or on behalf of the Borrower to its stakeholders.
- (m) Allow the Lenders to have access, on reasonable notice, to the Collateral, the premises upon which the Collateral is located, and the Borrowers (and their respective officers and employees) to inspect, appraise and conduct appraisals and field examinations of any or all of the Collateral and obtain information about the Collateral and the financial condition and business (including to the books, records, financial information and electronic data rooms of or maintained by the Borrowers) of the Borrowers (at the expense of the Borrowers), subject to solicitor-client privilege, all court orders, applicable privacy laws and applicable confidentiality obligations of the Lenders.
- (n) Promptly upon becoming aware thereof, provide details of the following to the Lenders:

- a. any pending, threatened or potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Borrower, by or before any court, tribunal, governmental authority or regulatory body, which would be reasonably likely to result in, individually or in the aggregate, in a judgment in excess of \$5,000.00, and
 - b. any existing (or threatened in writing) default or dispute with respect to any of the Material Contracts.
- (o) Cause management, the financial advisor and/or legal counsel of each Borrower, to cooperate with reasonable requests for information by the Lenders and counsel and other advisors of the Lenders, in each case subject to solicitor-client privilege, all court orders and applicable privacy laws, in connection with matters reasonably related to the Interim Financing Facility or compliance of the Borrowers with their obligations pursuant to this Commitment and subject to confidentiality obligations of the Lenders.
- (p) Maintain adequate insurance of such kinds and in such amounts and against such risks as is customary for the business of the Borrowers with financially sound and reputable insurers in coverage and scope (including but not limited to the Collateral) acceptable to the Lenders, with the Lenders noted as loss payee on property insurance policies and additional insured on liability insurance policies.
- (q) Subject to the terms of the BIA Initial Order, comply with all applicable laws and regulations (including, without limitation, environmental, labour and employment, sanctions, anti-terrorist financing and anti-money laundering laws, and anti-corruption laws).
- (r) Promptly notify the Lenders upon the occurrence of an Event of Default or any event or circumstances that would constitute an Event of Default or have a Material Adverse Effect on the Cash Flow Projections or Capex Budget.
- (s) Promptly, upon request of the Lenders, acting reasonably, provide copies of all Material Contracts, and amendments, and provide notice to the Lenders and their respective counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory

authority having jurisdiction over the Borrowers in respect of such Material Contract.

- (t) On a weekly basis, on or before Tuesday of each week, prepare and deliver to AgriRoots Capital Management Inc. (financial agent for the Lenders) a construction and production progress report including a variance report to timelines outlined in projections.

Negative Covenants:

The Borrowers and each of them shall not, in each case without the Lenders' prior written approval:

- (a) Make any payments or create, incur or assume any obligations or indebtedness other than (a) obligations or indebtedness existing as of the date of this Commitment and disclosed to the Lenders in writing, (b) the obligations under the Interim Financing Facility, (c) post-filing trade payables or other post-filing unsecured obligations incurred in the ordinary course of business in accordance with the Capex Budget, the BIA Initial Order, and the Cash Flow Projections, or (d) obligations or indebtedness expressly provided for, or permitted to be incurred, in the Cash Flow Projections, the Capex Budget or the BIA Initial Order.
- (b) Make any payment, including, without limitation, any payment of principal, interest or fees, on account of pre-filing debt or in respect of any other pre-filing liabilities, including payments with respect to pre-filing trade or unsecured liabilities of the Borrowers, royalties, forward contracts or any similar arrangements, other than as required or permitted pursuant to the Cash Flow Projections, the Capex Budget or the BIA Initial Order, provided that the Borrowers shall be permitted to pay the professional fees and expenses of the Lenders in their capacities as holders of pre-filing indebtedness.
- (c) Use any cash, cash collateral, net cash proceeds from asset sales or the proceeds of the Interim Financing Facility in a manner other than as expressly as set forth in the Capex Budget.
- (d) Make loans, advances, investments, or guarantees to any entity or any subsidiary that has not provided a secured guarantee to the Lenders and to which the Lenders have not consented in writing.
- (e) Terminate or amend any Material Contract in any material manner.

- (f) Make or give any financial assurances, in the form of bonds, letter of credit, financial guarantees or otherwise to any person or governmental authority.
- (g) Create, incur or permit to exist any liens, security interests or encumbrances on any assets, property and undertaking of any of the Borrowers other than (a) liens, security interests or other encumbrances in existence on the date hereof; (b) the Priority Charge; and (c) the Security.
- (h) Create, incur or permit to exist any other lien, security interest or encumbrance which is senior to or *pari passu* with the Security, other than the Priority Charge.
- (i) Transfer, sell, lease, assign or otherwise dispose of any of the property, assets or undertaking of any of the Borrowers except for: (a) in the ordinary course of business, (b) in accordance with the Cash Flow Projections, the Capex Budget, the BIA Initial Order or any further orders contemplated by the Insolvency Proceedings, or (c) the disposition of obsolete or worn out equipment or assets consistent with past practice.
- (j) Make any investments or acquisitions of any kind, direct or indirect, in any business or otherwise other than as reflected in the Capex Budget.
- (k) Enter into any sale and leaseback agreement.
- (l) Change their name, business, liquidate, dissolve or merge, amalgamate or consolidate with any other person.
- (m) Cease (or threaten to cease) to carry on their business or activities as currently being conducted or modify or alter in any material manner the nature and type of their operations, business or the manner in which such business is conducted.
- (n) Make (a) any distribution, dividend, return of capital or other distribution in respect of equity securities (in cash, securities or other property or otherwise); (b) a retirement, redemption, purchase or repayment or other acquisition of equity securities; or (c) any payment on account of indebtedness (including any payment of principal, interest, fees or any other payments thereon), except amounts authorized by the BIA Initial Order or any subsequent order in the Insolvency Proceedings, the Cash Flow Projections or the Capex Budget.
- (o) Enter into, renew, amend, modify or assume any employment, consulting, management, service or analogous agreement or

arrangement with any director, senior or executive officer or senior management of the Borrowers or any related party, or make any payment to any such person in respect of any bonus, severance package or other payment of any kind whatsoever other than (a) as consented to by the Proposal Trustee and approved by the Court on prior notice to the Lenders, (b) as consented to by the Lenders, acting reasonably, or (c) as set out in the Capex Budget or the BIA Initial Order.

- (p) Declare or pay bonuses to employees.
- (q) Other than the Proposal Trustee and the legal, financial or other advisors to the Borrowers, the Proposal Trustee and the Lenders engaged as of the date hereof, pay, incur any obligation to pay, or establish any retainer with respect to, the fees, expenses or disbursements of a legal, financial or other advisor of any party, unless such fees, expenses or disbursements, as applicable, are reviewed and confirmed in advance by the Lenders.
- (r) Apply for, or consent to, any order or any change or amendment to any order, issued in the Insolvency Proceedings which affects the Lenders.
- (s) Seek or apply to vary, supplement, revoke, terminate or discharge the BIA Initial Order or the Proposal Trustee's role as Proposal Trustee thereunder.
- (t) Commence, continue or seek court approval of any other restructuring transaction or Plan without the prior written consent of the Lenders in their sole discretion.
- (u) Make a public announcement in respect of, enter into any agreement or letter of intent with respect to, or attempt to consummate, or support an attempt to consummate by another party, any transaction or agreement outside the ordinary course of business.
- (v) Amend, replace or modify the Capex Budget or the Cash Flow Projections.

Events of Default:

Upon the occurrence and continuance of any of the following events ("**Events of Default**") the Lenders may terminate and accelerate the Interim Financing Facility, and, subject to the BIA Initial Order, take steps to enforce their security without further order of the Court:

- (a) failure by the Borrowers to pay principal, interest or fees when due;

- (b) breach by the Borrowers of any of the negative covenants described above;
- (c) breach by the Borrowers of any other covenant or agreement contained in this Commitment or in any other agreement with the Lender;
- (d) any representation or warranty made by the Borrowers shall prove to have been incorrect in any material respect when made;
- (e) the termination of the Insolvency Proceeding or the stay of proceedings issued thereunder or the conversion of the Insolvency Proceeding into a liquidation, receivership, wind-up, or bankruptcy without the consent of the Lenders;
- (f) any creditor of the Borrowers obtains an order in the Insolvency Proceeding lifting the stay of proceedings to allow the creditor to take any steps or enforce any rights against any of the property, assets or undertaking of the Borrowers without the prior written consent of the Lenders;
- (g) an order is made that will, in the Lenders' absolute and sole judgment, significantly impair the financial condition, operations or ability of the Borrowers to perform its obligations under this Commitment or the ability of the Borrower to abide by the terms of any order of the Court;
- (h) any modification, revocation or reversal of the BIA Initial Order or any order of the Court is made or occurs which could, in the Lenders' absolute and sole judgment, adversely affect this Commitment or any other agreement with the Lenders or any of the Lenders' rights, remedies, liens, charges, priorities, benefits and protections under any or all of this Commitment;
- (i) any violation or noncompliance occurs with respect to any of the terms of any order issued in the Insolvency Proceeding;
- (j) a proposal, or plan of compromise or arrangement is proposed by the Borrowers, or any of them, which purports to affect in any manner the Lenders' rights and remedies, or purports to compromise or affect in any manner the Lenders' ability to recover payment in full of the Interim Financing Facility;
- (k) any other creditor exercises or purports to exercise any rights against any of the property, assets or undertaking of the Borrower without the prior consent of the Lenders;
- (l) any representation or warranty made by the Borrower in connection with the execution and delivery of this Commitment or any

other agreement with the Lender shall prove to have been incorrect in any material respect at the time such representation or warranty was made;

(m) the sale, lease, transfer, relocation, abandonment or any other disposition of the assets of the Borrower which are subject to the Lenders security without the express prior written consent of the Lenders;

(n) failure to provide the Lenders the reporting or other information specified herein or as required from time to time; and

(o) a change of control of the Borrower occurs. For the purpose hereof, a "change of control" means that any person or any entity has become, directly or indirectly, the beneficial owner, by way of merger, consolidation or otherwise, of a majority or more of the common shares of the Borrower on a fully-diluted basis, after giving effect to the conversion and exercise of all outstanding warrants, options and other securities of the Borrower (whether or not such securities are then currently convertible or exercisable).

(p) an assignment of one or more of the Borrowers into bankruptcy.

(q) the Borrowers fail to meet the timelines set out in Schedule "D".

Remedies:

Immediately upon the occurrence of an Event of Default, the Lenders can:

- (a) Declare that the commitment under the Interim Financing Facility has expired and that the Lenders' obligations to make any advances or other amounts have terminated whereupon the Lenders' obligations to make any advances or other amounts shall terminate.
- (b) Declare the entire amount of the obligations under the Interim Financing Facility to be immediately due and payable, without the necessity of presentment for payment, notice of non-payment or notice of protest (all of which are hereby expressly waived), whereupon all obligations shall become due and payable by the Borrowers.
- (c) Set-off or combine any amounts then owing by the Lenders to a Borrower against the obligations of such Borrower to the Lenders.
- (d) Subject to the applicable provisions of the BIA Initial Order and any subsequent orders issued in the Insolvency Proceedings, exercise any and all rights and remedies available to the Lenders under the BIA, the PPSA, or other

applicable law, in equity, pursuant to this Commitment or otherwise.

- (e) Upon two days' prior written notice to the Court, apply to the Court for an order, on terms acceptable to the Lenders, for the appointment of a receiver, interim receiver, or receiver and manager of some or all of the assets of the Borrowers or a trustee in bankruptcy of the Borrowers.
- (f) Upon two days prior written notice to the Court, apply to the Court for an order, on terms acceptable to the Proposal Trustee and the Lenders, providing the Proposal Trustee with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the Insolvency Proceedings.

Remedies
Cumulative:

The rights and remedies of the Lender under this Commitment are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, including under the BIA in the Insolvency Proceedings.

Reporting
Requirements:

Each of the Borrower shall provide to the Lenders:

- (a) As soon as available, but in any event not later than five days after the end of each calendar month, an unaudited consolidated balance sheet and an unaudited consolidated statement of income for such month, in each case setting forth a variance report comparing such balance sheet and statement of income against the projected consolidated balance sheet and related consolidated statement of income provided to the Lenders in the Capex Budget, in each case, certified by an officer(s) of the Borrowers as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes).
- (b) As soon as available, but in any event not later than five days after the end of each calendar month, an updated Capex Budget for the next three calendar months, including a reconciliation of actual results for the immediately preceding calendar month to the Capex Budget for such month, and a detailed explanation of all material variances.
- (c) Within five days of each calendar month, evidence of payment of all remittances owing by the Borrowers to any governmental authorities in respect of sales tax, goods and services tax and employee source deductions and confirmation that they are in good standing.
- (d) All pleadings, motions, applications, judicial or financial information, and other documents to be filed by or on behalf of

the Borrowers with the Court shall be delivered in advance of filing.

- (e) Promptly, from time to time, such other information regarding the operations, business affairs, and financial condition of the Borrowers as the Lenders may reasonably request (to the extent delivery of such information will not violate any confidential obligations binding upon the Borrowers or constitute a waiver of solicitor-client privilege).
- (f) On the last Business Day of every other week (unless waived by the Lenders), a status report and such other updated information relating to the conduct of the business, the BIA Proceeding, the sales process (if applicable) and such other information as may be reasonably requested by the Lenders, in form and substance reasonably acceptable to the Lenders.
- (g) Prompt notice of a default or Event of Default.
- (h) Prompt notice of any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Costs and Expenses;
Indemnification:

All reasonable out-of-pocket costs and expenses of the Lenders (including, without limitation, reasonable fees and disbursements of external counsel and of third-party appraisers, financial consultants and auditors advising the Lenders or such counsel, expenses in connection with periodic field audits, the monitoring of assets, syndication, enforcement of rights and other miscellaneous disbursements) shall constitute obligations of the Borrowers and shall be paid by the Borrowers to the Lenders within five (5) business days of the delivery by the Lenders or its advisors, to the Borrowers of an invoice in respect to such costs and expenses and, in any event, shall become amounts owing under the Interim Financing Facility.

Notice:

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (a “**Notice**”) to be given under or in connection with this Commitment shall be in writing and shall be given by personal delivery or by electronic communication (including email) which results in a written notice being given, addressed or sent as set out below or to such other address as may from time to time be the subject of a Notice.

For clarity, notices to the Borrowers shall be sent to:

Artiva Inc.
Seann Poli, ceo

spoli@eureka93.com
5208 Ramsayville Road
Ottawa, Ont, K1G 3N4

Notices to the Lenders shall be sent to:

AgriRoots Capital Management Inc.
c/o Benjamin Blay, Cohen Highley LLP
bblay@cohenhighley.com
255 Queens Ave., 11th Floor
London, ON N6A 5R8

Any notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by electronic communication, shall be deemed to have been validly and effectively given and received on the day of transmittal if sent during normal business hours (which end at 5:00 PM), and otherwise, the business day next following the day of transmittal.

Successors and Assigns:

The provisions of this Commitment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. The Lenders may assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of the Borrowers. The Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of the Lenders (and any other attempted assignment or transfer shall be null and void). Nothing in this Commitment, expressed or implied, shall be construed to confer upon any person (other than the parties hereto and their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Commitment.

Documentation:

The Borrowers shall execute and deliver in favour of the Lenders such other documentation, satisfactory in form and substance to the Lenders, as the Lenders may reasonably request.

Severability:

If any term, covenant or provision of this Commitment shall be held to be invalid, illegal or unenforceable in any respect, this Commitment shall be construed without such term, covenant or provision to the extent of such invalidity, illegality or unenforceability.

Modification:

This Commitment shall not be modified, amended, cancelled or terminated except by an agreement in writing signed by all parties hereto.

Governing Law:

This Commitment shall be governed pursuant to the laws of the Province of Ontario and, to the extent applicable, the laws of Canada.

Counterparts:

This Commitment may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute a single agreement. The parties hereby agree that this Commitment may be delivered by facsimile transmission or PDF e-mail attachment.

IN WITNESS WHEREOF the parties hereto have executed this Commitment as of the [Day] day of January , 2020.

EUREKA 93 INC.

By: Seann Poli

Seann Poli, CEO
5208 Ramsayville Road
Ottawa, Ont, K1G 3N4

LIVEWELL FOODS CANADA INC.

By: Seann Poli

Seann Poli, CEO
5208 Ramsayville Road
Ottawa, Ont, K1G 3N4

ARTIVA INC.

By: Seann Poli

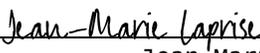
Seann Poli, CEO
5208 Ramsayville Road
Ottawa, Ont, K1G 3N4

VITALITY CBD NATURAL HEALTH PRODUCTS INC.

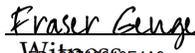
By: Seann Poli

Seann Poli, CEO
5208 Ramsayville Road
Ottawa, Ont, K1G 3N4

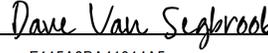
Sprouter Corporation Inc.

By: DocuSigned by:


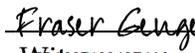
F7141CC1E512423 Jean-Marie Laprise
 [Name]
 [Address] 7359 Maple Line
 RR#1
 Pain Court ON, N0P 1Z0

DocuSigned by:


F115A8BA41014A5
 Name (print): Fraser Genge

DocuSigned by:


F115A8BA41014A5
 David Van Segbrook

DocuSigned by:


F115A8BA41014A5
 Name (print): Fraser Genge

DocuSigned by:


F115A8BA41014A5
 Donna Van Segbrook

SCHEDULE A
First Day Order

SCHEDULE B
Cashflow Projections

Eureka 93 Inc., Artiva Inc., LiveWell Foods Canada Inc., and Vitality CBD Natural Health Products Inc.
Consolidated Projected Statement of Cash Flow
For the 12 week period February 10, 2020 to May 1, 2020

	1	2	3	4	5	6	7	8	9	10	11	12	Sub	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Sub	6 Month					
	<i>Week Ending</i>	<i>Notes</i>	14-Feb-20	21-Feb-20	28-Feb-20	06-Mar-20	13-Mar-20	20-Mar-20	27-Mar-20	03-Apr-20	10-Apr-20	17-Apr-20	24-Apr-20	01-May-20	Total	08-May-20	15-May-20	22-May-20	29-May-20	05-Jun-20	12-Jun-20	19-Jun-20	26-Jun-20	03-Jul-20	10-Jul-20	17-Jul-20	24-Jul-20	31-Jul-20	07-Aug-20	Total	Total			
Receipts																																		
DIP Funding February 2020			2,300,000	-	-	-	-	-	-	-	-	-	-	-	2,300,000	-	-	-	-	-	-	-	-	(2,300,000)	-	-	-	-	-	-	(2,300,000)	-		
Refinancing June 30,2020			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,300,000	-	-	-	-	-	-	2,300,000	2,300,000		
Collection of A/R (Net Gross Margin)			-	-	-	-	-	-	-	-	-	78,125	78,125	78,125	234,375	78,125	46,875	46,875	46,875	46,875	46,875	109,375	109,375	109,375	109,375	177,750	177,750	177,750	177,750	171,875	1,586,000	1,820,375		
HST refund			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Receipts			2,300,000	-	-	-	-	-	-	-	-	78,125	78,125	78,125	2,534,375	78,125	46,875	46,875	46,875	46,875	109,375	109,375	109,375	109,375	177,750	177,750	177,750	177,750	171,875	1,586,000	4,120,375			
Disbursements																																		
Inventory/Seed/Plantlet Purchases			-	-	-	-	-	160,000	-	-	-	-	-	-	160,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160,000		
Contract Labour			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Integrated Pest Prevention			-	-	-	-	-	-	2,022	2,022	2,022	2,022	2,022	2,022	12,132	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	28,308	40,440		
Packaging and Shipping			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Equipment Rental (Backup generator)			811	811	811	811	811	811	811	811	811	811	811	811	9,726	811	811	811	811	811	811	811	811	811	811	811	811	811	811	811	11,347	21,073		
Management Personnel Costs (3 persons)			12,673	12,673	12,673	12,673	12,673	12,673	12,673	12,673	12,673	12,673	12,673	12,673	152,077	7,673	7,673	7,673	7,673	7,673	7,673	7,673	7,673	7,673	7,673	7,673	7,673	7,673	7,673	7,673	107,423	259,500		
Operations Personnel Costs (2 persons)			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	21,000	39,000	
Master Grower Team Costs (4 Month Lead Time)			2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	35,000	65,000		
Internet Costs for Security Systems			42	42	42	42	42	42	42	42	42	42	42	42	500	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	583	1,083		
HST remittances			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Office Expenses			150	150	150	150	150	150	150	150	150	150	150	150	1,800	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	2,100	3,900		
Travel Expenses			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other Selling, General, and Admin			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Professional Fees (Proposal Trustee & Legal Counsel)			25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	300,000	25,000	25,000	25,000	25,000	-	-	-	-	-	-	-	-	-	-	-	-	100,000	400,000	
Utilities and Power			208	208	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	14,547	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	16,685	31,232	
Insurance (Business and Property Liability)			1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	19,506	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	22,757	42,263	
Property Taxes for Artiva Location			750	750	750	750	750	750	750	750	750	750	750	750	9,000	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	10,500	19,500
Rent			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Repairs & Maintenance			100	100	100	100	100	100	100	100	100	100	100	100	1,200	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	1,400	2,600	
Capital Expenditures			-	295,163	91,109	70,359	69,322	6,609	6,609	28,822	6,609	6,609	6,609	6,609	594,431	19,969	6,609	6,609	6,609	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	-	51,069	645,500	
Licence Costs (Health Canada & Regulatory)			28,000	-	-	-	-	-	-	-	-	-	-	22,000	50,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	
DIP Fees and Charges			320,000	-	-	-	-	-	-	-	-	-	-	-	320,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,000	
DIP & Accrued Interest Expense on 1st Positions			32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	392,567	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	-	-	-	-	-	294,425	686,992		
Refinancing Interest Expense			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,308	5,308	5,308	5,308	5,308	-	26,538		
Other			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Disbursements			426,073	373,236	170,165	149,415	148,379	245,665	87,687	109,901	87,687	87,687	87,687	111,901	2,085,486	96,047	82,687	82,687	82,687	52,487	52,487	52,487	52,487	52,487	25,081	25,081	25,081	23,672	23,672	729,136	2,814,622			
Net Cash Flow			1,873,927	(373,236)	(170,165)	(149,415)	(148,379)	(245,665)	(87,687)	(109,901)	(87,687)	(9,562)	(9,562)	(33,776)	448,889	(17,922)	(35,812)	(35,812)	(35,812)	(5,612)	56,888	56,888	56,888	56,888	152,669	152,669	152,669	154,078	148,203	856,864	1,305,753			
Opening Escrow Cash Balance			-	1,873,927	1,500,691	1,330,525	1,181,110	1,032,731	787,065	699,378	589,477	501,790	492,227	482,665	-	448,889	430,966	395,154	359,341	323,529	317,916	374,804	431,691	488,579	545,466	698,135	850,804	1,003,473	1,157,550	448,889	-			
Closing Escrow Cash Balance			1,873,927	1,500,691	1,330,525	1,181,110	1,032,731	787,065	699,378	589,477	501,790	492,227	482,665	448,889	448,889	430,966	395,154	359,341	323,529	317,916	374,804	431,691	488,579	545,466	698,135	850,804	1,003,473	1,157,550	1,305,753	1,305,753	1,305,753			

The above financial projections are based on management's assumptions detailed in Appendix [].
 The statement of projected cash-flow of Artiva Inc. has been prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on Cash-flow Statement

Eureka 93 Inc., Artiva Inc., LiveWell Foods Canada Inc., and Vitality CBD Natural Health Products Inc.

Deloitte Restructuring Inc.
 in its capacity as Trustee under the Notice

Artiva Inc.
Projected Statement of Cash Flow
For the 12 week period February 10, 2020 to May 1, 2020

	1	2	3	4	5	6	7	8	9	10	11	12	Sub	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Sub	6 Month			
<i>Week Ending</i>	<i>Notes</i>	14-Feb-20	21-Feb-20	28-Feb-20	06-Mar-20	13-Mar-20	20-Mar-20	27-Mar-20	03-Apr-20	10-Apr-20	17-Apr-20	24-Apr-20	01-May-20	Total	08-May-20	15-May-20	22-May-20	29-May-20	05-Jun-20	12-Jun-20	19-Jun-20	26-Jun-20	03-Jul-20	10-Jul-20	17-Jul-20	24-Jul-20	31-Jul-20	07-Aug-20	Total	Total		
Receipts																																
DIP Funding February 2020		2,300,000	-	-	-	-	-	-	-	-	-	-	-	2,300,000	-	-	-	-	-	-	-	-	(2,300,000)	-	-	-	-	-	(2,300,000)	-		
Refinancing June 30,2020		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,300,000	-	-	-	-	-	2,300,000	2,300,000		
Collection of A/R (Net Gross Margin)		-	-	-	-	-	-	-	-	-	78,125	78,125	78,125	234,375	78,125	46,875	46,875	46,875	46,875	109,375	109,375	109,375	109,375	177,750	177,750	177,750	177,750	171,875	1,586,000	1,820,375		
HST refund		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Receipts		2,300,000	-	-	-	-	-	-	-	-	78,125	78,125	78,125	2,534,375	78,125	46,875	46,875	46,875	46,875	109,375	109,375	109,375	109,375	177,750	177,750	177,750	177,750	171,875	1,586,000	4,120,375		
Disbursements																																
Inventory/Seed/Plantlet Purchases		-	-	-	-	-	160,000	-	-	-	-	-	-	160,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160,000		
Contract Labour		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Integrated Pest Prevention		-	-	-	-	-	-	2,022	2,022	2,022	2,022	2,022	2,022	12,132	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	28,308	40,440	
Packaging and Shipping		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Equipment Rental (Backup generator)		811	811	811	811	811	811	811	811	811	811	811	811	9,726	811	811	811	811	811	811	811	811	811	811	811	811	811	811	811	11,347	21,073	
Management Personnel Costs (3 persons)		10,138	10,138	10,138	10,138	10,138	10,138	10,138	10,138	10,138	10,138	10,138	10,138	121,662	6,138	6,138	6,138	6,138	6,138	6,138	6,138	6,138	6,138	6,138	6,138	6,138	6,138	6,138	6,138	85,938	207,600	
Operations Personnel Costs (2 persons)		1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	21,000	39,000	
Master Grower Team Costs (4 Month Lead Time)		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	35,000	65,000	
Internet Costs for Security Systems		42	42	42	42	42	42	42	42	42	42	42	42	500	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	583	1,083
HST remittances		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Office Expenses		150	150	150	150	150	150	150	150	150	150	150	150	1,800	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	2,100	3,900	
Travel Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Selling, General, and Admin		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Professional Fees (Proposal Trustee & Legal Coun		17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	210,000	17,500	17,500	17,500	17,500	-	-	-	-	-	-	-	-	-	-	-	70,000	280,000	
Utilities and Power		208	208	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	14,547	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	16,685	31,232
Insurance (Business and Property Liability)		1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	19,506	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	22,757	42,263	
Property Taxes for Artiva Location		750	750	750	750	750	750	750	750	750	750	750	750	9,000	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	10,500	19,500	
Rent		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Repairs & Maintenance		100	100	100	100	100	100	100	100	100	100	100	100	1,200	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	1,400	2,600	
Capital Expenditures		-	295,163	91,109	70,359	69,322	6,609	6,609	28,822	6,609	6,609	6,609	6,609	594,431	19,969	6,609	6,609	6,609	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	51,069	645,500	
Licence Costs (Health Canada& Regulatory)		28,000	-	-	-	-	-	-	-	-	-	-	22,000	50,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	
DIP Fees and Charges		320,000	-	-	-	-	-	-	-	-	-	-	-	320,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,000	
DIP & Accrued Interest Expense on 1st Positions		32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	392,567	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	-	-	-	-	-	294,425	686,992		
Refinancing Interest Expense		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,308	5,308	5,308	5,308	5,308	5,308	26,538	26,538	
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Operating Disbursements		416,038	363,202	160,131	139,381	138,344	235,631	77,653	99,866	77,653	77,653	77,653	101,866	1,965,071	87,013	73,653	73,653	73,653	50,953	50,953	50,953	50,953	50,953	23,547	23,547	23,547	22,138	22,138	677,651	2,642,722		
Net Cash Flow		1,883,962	(363,202)	(160,131)	(139,381)	(138,344)	(235,631)	(77,653)	(99,866)	(77,653)	472	472	(23,741)	569,304	(8,888)	(26,778)	(26,778)	(26,778)	(4,078)	58,422	58,422	58,422	58,422	154,203	154,203	154,203	155,612	149,737	908,349	1,477,653		
Opening Escrow Cash Balance		-	1,883,962	1,520,760	1,360,629	1,221,248	1,082,904	847,273	769,620	669,754	592,101	592,573	593,045	-	569,304	560,416	533,639	506,861	480,083	476,005	534,427	592,849	651,271	709,693	863,897	1,018,100	1,172,303	1,327,916	569,304	-		
Closing Escrow Cash Balance		1,883,962	1,520,760	1,360,629	1,221,248	1,082,904	847,273	769,620	669,754	592,101	592,573	593,045	569,304	569,304	560,416	533,639	506,861	480,083	476,005	534,427	592,849	651,271	709,693	863,897	1,018,100	1,172,303	1,327,916	1,477,653	1,477,653	1,477,653		

The above financial projections are based on management's assumptions detailed in Appendix [].
 The statement of projected cash-flow of Artiva Inc. has been prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on Cash-flow Statement

Artiva Inc.

Seann Poli

Per: _____

February 3, 2020

Date: _____

Deloitte Restructuring Inc.
 in its capacity as Trustee under the Notice of Intention to Make A Proposal
 and not in its personal or corporate capacity

Per: _____

Date: _____

Eureka 93 Inc.
 Projected Statement of Cash Flow
 For the 12 week period February 10, 2020 to May 1, 2020

<i>Week Ending</i>	Notes	1 14-Feb-20	2 21-Feb-20	3 28-Feb-20	4 06-Mar-20	5 13-Mar-20	6 20-Mar-20	7 27-Mar-20	8 03-Apr-20	9 10-Apr-20	10 17-Apr-20	11 24-Apr-20	12 01-May-20	Total	13 08-May-20	14 15-May-20	15 22-May-20	16 29-May-20	17 05-Jun-20	18 12-Jun-20	19 19-Jun-20	20 26-Jun-20	21 03-Jul-20	22 10-Jul-20	23 17-Jul-20	24 24-Jul-20	25 31-Jul-20	26 07-Aug-20	Sub Total	6 Month Total	
Receipts																															
DIP Funding		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Collection of A/R		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
HST refund		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Disbursements																															
Inventory/Material Purchases		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Contract Labour		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment Rental		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Management Personnel Costs		1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	15,208	767	767	767	767	767	767	767	767	767	767	767	767	767	767	767	10,742	25,950
Operations Personnel Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
HST remittances		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Office Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Travel Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Selling, General, and Admin		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Professional Fees		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	2,500	2,500	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	10,000	40,000
Utilities		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Insurance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rent		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Repairs & Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Licence Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Operating Disbursements		3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	45,208	3,267	3,267	3,267	3,267	767	20,742	65,950										
Net Cash Flow		(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(45,208)	(3,267)	(3,267)	(3,267)	(3,267)	(767)	(20,742)	(65,950)										
Opening Cash Balance		-	(3,767)	(7,535)	(11,302)	(15,069)	(18,837)	(22,604)	(26,371)	(30,138)	(33,906)	(37,673)	(41,440)	-	(45,208)	(48,475)	(51,742)	(55,010)	(58,277)	(59,044)	(59,812)	(60,579)	(61,346)	(62,113)	(62,881)	(63,648)	(64,415)	(65,183)	(45,208)	-	
Closing Cash Balance		(3,767)	(7,535)	(11,302)	(15,069)	(18,837)	(22,604)	(26,371)	(30,138)	(33,906)	(37,673)	(41,440)	(45,208)	(45,208)	(48,475)	(51,742)	(55,010)	(58,277)	(59,044)	(59,812)	(60,579)	(61,346)	(62,113)	(62,881)	(63,648)	(64,415)	(65,183)	(65,950)	(65,950)	(65,950)	

The above financial projections are based on management's assumptions detailed in Appendix [].
 The statement of projected cash-flow of Eureka 93 Inc. has been prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on Cash-flow Statement

Eureka 93 Inc.

Deloitte Restructuring Inc.
 in its capacity as Trustee under the Notice of Intention to Make A Proposal
 and not in its personal or corporate capacity

Seann Poli

Per:

Per:

February 3, 2020

Date:

Date:

LiveWell Foods Canada Inc.
 Projected Statement of Cash Flow
 For the 12 week period February 10, 2020 to May 1, 2020

<i>Week Ending</i>	Notes	1 14-Feb-20	2 21-Feb-20	3 28-Feb-20	4 06-Mar-20	5 13-Mar-20	6 20-Mar-20	7 27-Mar-20	8 03-Apr-20	9 10-Apr-20	10 17-Apr-20	11 24-Apr-20	12 01-May-20	Total	13 08-May-20	14 15-May-20	15 22-May-20	16 29-May-20	17 05-Jun-20	18 12-Jun-20	19 19-Jun-20	20 26-Jun-20	21 03-Jul-20	22 10-Jul-20	23 17-Jul-20	24 24-Jul-20	25 31-Jul-20	26 07-Aug-20	Sub Total	6 Month Total	
Receipts																															
DIP Funding		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Collection of A/R		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
HST refund		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Disbursements																															
Inventory/Material Purchases		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Contract Labour		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment Rental		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Management Personnel Costs		1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	15,208	767	767	767	767	767	767	767	767	767	767	767	767	767	767	767	10,742	25,950
Operations Personnel Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
HST remittances		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Office Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Travel Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Selling, General, and Admin		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Professional Fees		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	2,500	2,500	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	10,000	40,000
Utilities		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Insurance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rent		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Repairs & Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Licence Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Operating Disbursements		3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	45,208	3,267	3,267	3,267	3,267	767	20,742	65,950										
Net Cash Flow		(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(3,767)	(45,208)	(3,267)	(3,267)	(3,267)	(3,267)	(767)	(14,208)	(65,950)										
Opening Cash Balance		-	(3,767)	(7,535)	(11,302)	(15,069)	(18,837)	(22,604)	(26,371)	(30,138)	(33,906)	(37,673)	(41,440)	-	(45,208)	(48,475)	(51,742)	(55,010)	(58,277)	(59,044)	(59,812)	(60,579)	(61,346)	(62,113)	(62,881)	(63,648)	(64,415)	(65,183)	(51,742)	-	
Closing Cash Balance		(3,767)	(7,535)	(11,302)	(15,069)	(18,837)	(22,604)	(26,371)	(30,138)	(33,906)	(37,673)	(41,440)	(45,208)	(45,208)	(48,475)	(51,742)	(55,010)	(58,277)	(59,044)	(59,812)	(60,579)	(61,346)	(62,113)	(62,881)	(63,648)	(64,415)	(65,183)	(65,950)	(65,950)	(65,950)	

The above financial projections are based on management's assumptions detailed in Appendix [].
 The statement of projected cash-flow of LiveWell Foods Canada Inc. has been prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on Cash-flow Statement

LiveWell Foods Canada Inc.

Deloitte Restructuring Inc.
 in its capacity as Trustee under the Notice of Intention to Make A Proposal
 and not in its personal or corporate capacity

Seann Poli

Per: _____

February 3, 2020

Date: _____

Per: _____

Date: _____

Vitality CBD Natural Health Products Inc.
 Projected Statement of Cash Flow
 For the 12 week period February 10, 2020 to May 1, 2020

<i>Week Ending</i>	Notes	1 14-Feb-20	2 21-Feb-20	3 28-Feb-20	4 06-Mar-20	5 13-Mar-20	6 20-Mar-20	7 27-Mar-20	8 03-Apr-20	9 10-Apr-20	10 17-Apr-20	11 24-Apr-20	12 01-May-20	Sub Total	13 08-May-20	14 15-May-20	15 22-May-20	16 29-May-20	17 05-Jun-20	18 12-Jun-20	19 19-Jun-20	20 26-Jun-20	21 03-Jul-20	22 10-Jul-20	23 17-Jul-20	24 24-Jul-20	25 31-Jul-20	26 07-Aug-20	Sub Total	6 Month Total			
Receipts																																	
DIP Funding		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Collection of A/R		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
HST refund		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Disbursements																																	
Inventory/Material Purchases		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Contract Labour		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Salaries		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Staff Salaries		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee benefits		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Salaries		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll taxes		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HST remittances		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Selling, General, and Admin		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	2,500	2,500	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rent		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Licence Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	2,500	2,500	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000
Net Cash Flow		(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(30,000)	(2,500)	(2,500)	(2,500)	(2,500)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(10,000)
Opening Cash Balance		-	(2,500)	(5,000)	(7,500)	(10,000)	(12,500)	(15,000)	(17,500)	(20,000)	(22,500)	(25,000)	(27,500)	-	(30,000)	(32,500)	(35,000)	(37,500)	(40,000)	(40,000)	(30,000)												
Closing Cash Balance		(2,500)	(5,000)	(7,500)	(10,000)	(12,500)	(15,000)	(17,500)	(20,000)	(22,500)	(25,000)	(27,500)	(30,000)	(30,000)	(32,500)	(35,000)	(37,500)	(40,000)	(40,000)	(40,000)													

The above financial projections are based on management's assumptions detailed in Appendix [].
 The statement of projected cash-flow of Vitality CBD Natural Health Products Inc. has been prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on Cash-flow Statement

Vitality CBD Natural Health Products Inc.

Seann Poli

Per:

February 3, 2020

Date:

Deloitte Restructuring Inc.

in its capacity as Trustee under the Notice of Intention to Make A Proposal
 and not in its personal or corporate capacity

Per:

Date:

SCHEDULE C

Capex

Artiva Inc.
 Forecast Capital Expenditures
 For the 12 week period February 10, 2020 to May 1, 2020

	1	2	3	4	5	6	7	8	9	10	11	12	Sub Total
<i>Week Ending</i>	14-Feb-20	21-Feb-20	28-Feb-20	06-Mar-20	13-Mar-20	20-Mar-20	27-Mar-20	03-Apr-20	10-Apr-20	17-Apr-20	24-Apr-20	01-May-20	
Capital Expenditure (Cap Ex) Disbursements													
GREENHOUSES - MOTHERS & CLONES													
Concrete for Greenhouse Flooring	-	110,000	-	-	-	-	-	-	-	-	-	-	110,000
Greenhouse growing equipment	-	35,000	35,000	-	-	-	-	-	-	-	-	-	70,000
Greenhouse Lights	-	17,500	17,500	-	-	-	-	-	-	-	-	-	35,000
Nutrients	-	-	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	14,091
2nd Greenhouse as it is now	-	14,000	-	14,000	-	-	-	-	-	-	-	-	28,000
Equipment for Mother Plant Room	-	18,750	-	18,750	-	-	-	-	-	-	-	-	37,500
Equipment for Clone Rooms	-	9,000	-	9,000	-	-	-	-	-	-	-	-	18,000
Equipment for Early Stage Nursery	-	22,000	22,000	22,000	22,000	-	-	-	-	-	-	-	88,000
Septic tank, update south well pump	-	13,000	-	-	-	-	-	-	-	-	-	-	13,000
Sub-Total Greenhouses - Mothers and Clones	-	239,250	75,909	65,159	23,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	413,591
GENERAL SUPPORT AREAS													
Equipment for Bathrooms Lockers, Kitchen, Office	-	10,000	10,000	-	-	-	-	-	-	-	-	-	20,000
HVAC	-	18,500	-	-	18,500	-	-	-	-	-	-	-	37,000
Labor	-	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	57,200
Permits	-	22,213	-	-	22,213	-	-	22,213	-	-	-	-	66,640
Sub-Total General Support Areas	-	55,913	15,200	5,200	45,913	5,200	5,200	27,413	5,200	5,200	5,200	5,200	180,840
Total Cap Ex Disbursements	-	295,163	91,109	70,359	69,322	6,609	6,609	28,822	6,609	6,609	6,609	6,609	594,431

		TOTAL	Per week	1st 12 Wks	2nd 14 Wks
GREENHOUSES - MOTHERS & CLONES					
Concrete for Greenhouse Flooring	section one A	110,000		110,000	
Greenhouse growing equipment	section one B	70,000		70,000	
Greenhouse Lights	section one B	35,000		35,000	
Nutrients	both section B	31,000	1,409	14,091	16,909
2nd Greenhouse as it is now	section two B2	28,000		28,000	
Equipment for Mother Plant Room	C	37,500		37,500	
Equipment for Clone Rooms	D	18,000		18,000	
Equipment for Early Stage Nursery	E	88,000		88,000	
Septic tank, update south well pump		13,000		13,000	
				<u>413,591</u>	<u>16,909</u>
GENERAL SUPPORT AREAS					
Equipment for Bathrooms Lockers, Kitchen, Office Etc	F	20,000		20,000	
HVAC		37,000		37,000	
Labor		78,000	5,200	57,200	20,800
Permits		80,000		66,640	13,360
				<u>180,840</u>	<u>34,160</u>
		<u>645,500</u>		<u>594,431</u>	<u>51,069</u> <u>645,500</u>

Seann Poli

February 3, 2020

SCHEDULE D
Timelines

The projected timeline to finish the construction at the Artiva facility will be at the end of May similar to what is represented in Schedules B and C. The corporate re-organization will happen shortly after the proposal has been approved by the courts.

Seann Poli

February 3, 2020



**Approved Debtor-in-Possession Financing Facilities for Canadian Debtors
Current as at January 6, 2020**

Debtor	Lender	Proceeding Type	Trustee	Filing Date	Jurisdiction	Industry	Commitment (\$MM)	Fees	Interest Rate
Fortress Global Enterprises Inc.	Investissement Quebec	CCAA	Deloitte	16-Dec-19	Quebec	Forestry	6.0		10%
Prendville Industries Ltd.	CIBC	NOI	EY	5-Dec-19	Ontario	Forestry	1.0		CIBC prime rate + 4.0%
Trade Secret Web Printing Inc.	B&Y Property Holdings Inc.	NOI	Crowe Soberman	22-Nov-19	Ontario	Printing	0.3	2% closing fee	5%
Gestion KnightsBridge Inc. and Investissements KnightsBridge S.E.C.	Claric Drolet Limited Partnership and Claric Bromont Limited Partnership	NOI	Richter	15-Nov-19	Quebec	Real Estate	0.1		10%
Viafoura Inc.	Intercap Equity Inc.	NOI	KSV	1-Dec-19	Ontario	Technology	1.0	1% of loan payable upon each extension of loan maturity beyond January 30, 2020.	RBC prime rate plus 2%
Wayland Group Corp. et al	The House of Turlock Ltd.	CCAA	PwC	2-Dec-19	Ontario	Cannabis	1.1	\$50,000 initial commitment fee, subsequent commitment fee equal to the greater of \$125,000 and \$4% of the difference between the maximum DIP availability and the amount of the initial advance.	13.0%
AgMedica Bioscience Inc.	Hillmount Capital Inc.	CCAA	EY	2-Dec-19	Ontario	Cannabis	7.5	2.25% commitment fee	9.5%
North American Fur Auctions Inc.	Waygar Capital Inc.	CCAA	Deloitte	31-Oct-19	Ontario	Distribution	USD \$5.0	2% closing fee	12.0%
Accel Energy Canada Limited	Third Eye Capital Corporation (as agent) and ICC Credit Holdings Ltd. and other parties as lenders.	NOI	PwC	21-Oct-19	Alberta	Oil and Gas	30.0	\$600.0M closing fee	12.0%
DEL Equipment Inc.	Diesel Equipment Limited	CCAA	MNP	22-Oct-19	Ontario	Automotive	1.0		6.5%
Bellatrix Exploration Ltd.	Names of lenders redacted	CCAA	PwC	2-Oct-19	Alberta	Oil and Gas	USD \$15.0	USD \$0.75MM, earned as follows: i) USD \$0.25MM on the date of initial advance, ii) USD \$0.25 MM if not repaid within 30 days, and iii) USD \$0.25MM if not repaid within 60 days.	10.0%
Energold Drilling Corp.	Energold DIP Lender, LLC	CCAA	FTI Consulting	13-Sep-19	British Columbia	Mining	3.8	\$90.0M closing fee, \$90.0 M agent fee and \$90.0M exit fee	8% for the first 45 days post-filings, 12% for the next 30 days, 18% thereafter
Stornaway Diamond Corporation	Osisko Gold Royalties Ltd., CDPQ Resources Inc., 1078243 Canada Limited and Diaquem Inc.	CCAA	Deloitte	9-Sep-19	Quebec	Mining	20.0		12.5%



**Approved Debtor-in-Possession Financing Facilities for Canadian Debtors
Current as at January 6, 2020**

Debtor	Lender	Proceeding Type	Trustee	Filing Date	Jurisdiction	Industry	Commitment (\$MM)	Fees	Interest Rate
3834310 Canada Inc. (Groupe Capitales Medias)	Investissement Quebec	NOI	PwC	19-Aug-19	Quebec	Media	5.0	Confidential	Confidential
Gedex Systems Inc.	FCMI Parent Co.	CCAA	Zeifmans	12-Aug-19	Ontario	Technology	0.6		In accordance with company's pre-filing credit agreement with lender.
Jack Cooper Ventures	Prepetition ABL Lenders	Foreign order recognition	Alvarez & Marsal	9-Aug-19	Ontario	Automotive	85.0	0.25% standby fee	LIBOR plus 3.5% or Base Rate plus 2.5%
Yukon Zinc	Century Acquisitions Inc.	NOI	PwC	31-Jul-19	British Columbia	Mining	3.0		18.0%
VistaCare Communications Services of Canada Inc., et als	Bank of Montreal and Roynat Inc.	NOI	Grant Thornton	19-Jun-19	Nova Scotia	Telecommunications	2.7	\$25.0M commitment fee	9.5%
ILTA Grain Inc.	Farm Credit Canada	CCAA	PwC	7-Jul-19	British Columbia	Agriculture	8.0	2.5% commitment fee	8.0%
Miniso Canada	MIHK Management Inc.	CCAA	Alvarez & Marsal	11-Jul-19	British Columbia	Retail	2.0	N/A	10.0%
Argex Titanium Inc.	11345974 Canada Inc.	NOI	PwC	2-Jul-19	Quebec	Technology	1.5	2% commitment fee	18.5%
Orbcare Inc.	iGan Partners Inc.	NOI	MNP	25-May-19	Ontario	Technology	1.2	\$0.25MM	10.0%
Hollander Sleep Products Canada Limited (Canadian borrower of US group under Chapter 11 bankruptcy protection)	Syndicate of prepetition ABL lenders	Foreign order recognition	KSV	23-May-19	Ontario	Manufacturing	90.0MM (Canadian debtor sublimit of \$20.0MM)	\$1.35MM closing fee (1.5% of committed amount)	Effective interest estimated to be 6.5%



**Approved Debtor-in-Possession Financing Facilities for Canadian Debtors
Current as at January 6, 2020**

Debtor	Lender	Proceeding Type	Trustee	Filing Date	Jurisdiction	Industry	Commitment (\$MM)	Fees	Interest Rate
Biomod Concepts Inc.	T Investment Corp.	NOI	Richter	8-Apr-19	Quebec	Technology	0.7		15.0%
Bondfield Construction Company Limited	Zurich Insurance Company Ltd.	CCA	EY	3-Apr-19	Ontario	Construction	8.0		6.0%
Bondfield Construction Company Limited	Bridging Finance, as agent	CCA	EY	3-Apr-19	Ontario	Construction	6.0		14.0%
Divestco Inc.	Krik Popadynetz, Wade Darryl Brillon, Marvin Lefebvre, Monashees Vernon Liquor Store Ltd. and Michael Brent Gough	CCA	Grant Thornton	4-Mar-19	Alberta	Oil and Gas	1.5	\$25,000 facility fee, professional costs of lender.	18.0%
Ascent Industries Corp.	Pillar Capital Corporation	CCA	EY	1-Mar-19	British Columbia	Cannabis	2.0	3% structuring fee, monthly monitoring fee of \$750 and due diligence fee of \$6,250.	15.0%
Resource Capital Gold	Sprott Private Resource Lending (Collector) LP	NOI	PwC	28-Jan-19	British Columbia	Mining	2.2	Professional costs of the lender	18.0%
Nautilus Minerals Inc.	Deep Sea Mining Finance Ltd.	CCA	PwC	21-Feb-19	British Columbia	Mining	4.0	Professional costs of the lender	8.0%
Donaldson & James Ltd. and the Agency Employment Services Ltd.	FundThrough Inc.	NOI	Farber	23-Jan-19	Ontario	Staffing	3.0	1.5% facility fee, professional costs of the lender	24.0%
Vari-Form	11032569 Canada Inc. (also the stalking horse bidder in these proceedings).	CCA	PwC	8-Jan-19	Ontario	Automotive	22.8		5.0%



**Approved Debtor-in-Possession Financing Facilities for Canadian Debtors
Current as at January 6, 2020**

Debtor	Lender	Proceeding Type	Trustee	Filing Date	Jurisdiction	Industry	Commitment (\$MM)	Fees	Interest Rate
Forme Development Group Inc.	Kingsett Mortgage Corporation	CCAA	KSV	30-Nov-18	Ontario	Real Estate	5.0	\$75.0M commitment fee, extension fee of \$25.0M on each 4-month extension; professional costs of the lender.	RBC's prime rate + 4.55% (minimum rate of 8.5%)
Harvest Fraser Richmond Organics	Pillar Capital Corporation	CCAA	EY	12-Oct-18	British Columbia	Cleantech	1.0	Unknown	14.0%
Stantive Technologies Group Inc.	1968392 Ontario Inc. and 233073 Ontario Inc.	NOI	EY	14-Nov-18	Ontario	Technology	0.8	2% commitment fee.	12.0%
OpenHydro	OpenHydro Group Limited (In Liquidation)	CCAA	Grant Thornton	7-Nov-18	Nova Scotia	Biotech	0.5	N/A	0.0%
Fluid Brands Inc.	CIBC	NOI	Richter	25-Oct-18	Ontario	Retail	25.3	\$165.0M commitment fee; professional costs of lender.	In accordance with company's pre-filing credit agreement with lender.
Harvest Fraser Richmond Organics	Maynbridge Capital	CCAA	EY	12-Oct-18	British Columbia	Cleantech	1.0	4% commitment fee, 2% standby fee	10.0%
Le groupe S.M. Inc. et als	Integrated Asset Management	CCAA	Deloitte	24-Aug-18	Quebec	Construction	2.0	1% standby fee	9.0%
Aralez Pharmaceuticals Inc. and Aralez Pharmaceuticals Canada Inc.	Deerfield Management Company, L.P.	CCAA	Richter	10-Aug-18	Ontario	Pharmaceuticals	10.0	1% commitment fee, 1% extension fee	10.0%
Burry's Shipyard	BDC	NOI	Deloitte	10-Jul-18	Newfoundland	Manufacturing	0.3	Loan processing fee of \$6.0M, monthly administration fee of \$250, professional costs of lender.	BDC's Floating Base Rate + 6.45% (12.25% effective rate)
Ranch Energy Corporation et al.	Third Eye Capital Corporation	CCAA	EY	10-Jul-18	Alberta	Oil and Gas	1.4	Unknown	12.0%
Kolsy Homes	KV Capital Corporation	CCAA	Bowra Group	9-Jul-18	Alberta	Real Estate	0.6	Unknown	Unknown



**Approved Debtor-in-Possession Financing Facilities for Canadian Debtors
Current as at January 6, 2020**

Debtor	Lender	Proceeding Type	Trustee	Filing Date	Jurisdiction	Industry	Commitment (\$MM)	Fees	Interest Rate
TELEoIP Inc.	Adarsan Holdings Limited and Dicot Holdings Ltd.	CCAA	PwC	27-Jun-18	Ontario	Technology	1.5	Professional costs of lender	5.0%
Aspen Air	C.F. Capital Corporation	NOI	KSV	12-Jun-18	Alberta	Manufacturing	0.3	2% commitment fee, 2% exit fee, professional costs of lender	10.0%
Purcell Basin Minerals Inc. et al.	Braveheart Resources Inc.	CCAA	MNP	29-May-18	British Columbia	Mining	0.2	Professional costs of lender	12.0%
Purcell Basin Minerals Inc. et al.	MLM Pacific LLC	CCAA	MNP	29-May-18	British Columbia	Mining	0.6	Finance fee equal to 10% of each advance, professional costs of lender	7.0%
Bioamber Canada & Bioamber Sarnia Inc.	Maynbridge Capital	CCAA	PwC	24-May-18	Ontario	Manufacturing	3.5	3% commitment fee, 2% standby fee, 3% break fee, early repayment penalties, professional costs of lender	9.0%
Purewal Blueberry Farms Ltd.	Blueberry Holding (GP) Ltd.	NOI	FTI Consulting	30-Apr-18	British Columbia	Agriculture	0.5	\$15.0M lending fee upon court acceptance	15.0%
Discovery Air Inc.	CEP IV Co-Investment Limited Partnership	CCAA	KSV	21-Mar-18	Ontario	Transportation	12.6	Professional costs of lender	10.0%
Société en commandite Tilly de Laval et Promotions Anne Delisle Inc.	La Financiere Transcapitale Inc.	CCAA	Lemieux Nolet Inc.	14-Feb-18	Quebec	Construction	0.8	Unknown	Unknown
Manitok Energy	SCCC Petroleum Corporation	NOI	FTI Consulting	10-Jan-18	Alberta	Oil and Gas	8.0	2% standby fee, \$150.0M commitment fee, 2% prepayment fee, exit fee of \$150.0M, professional costs of lender	8.0%
9333-9109 Quebec	Unknown	CCAA	André Allard & Associés Inc.	1-Dec-17	Quebec	Real Estate	Unknown	Unknown	Unknown

IN THE MATTER OF THE PROPOSAL OF

**ARTIVA INC.
OF THE CITY OF OTTAWA,
IN THE PROVINCE OF ONTARIO**

**Statement of Projected Cash-flow
for the period February 15, 2020 to May 8, 2020**

Index

1. Statement of Projected Cash-flow of Artiva Inc.
2. Notes to and Assumptions underlying the Statement of Projected Cash-flow
3. Debtor's Statement on Projected Cash-flow
4. Trustee's Report on Statement of Projected Cash-flow

Artiva Inc.
 Projected Statement of Cash Flow
 For the 12 week period February 15, 2020 to May 8, 2020

Estate No. 33-2618510

	1	2	3	4	5	6	7	8	9	10	11	12	Total	
<i>Week Ending</i>	Notes	21-Feb-20	28-Feb-20	6-Mar-20	13-Mar-20	20-Mar-20	27-Mar-20	3-Apr-20	10-Apr-20	17-Apr-20	24-Apr-20	1-May-20	8-May-20	Total
Receipts														
DIP Funding February 2020		2,300,000	-	-	-	-	-	-	-	-	-	-	-	2,300,000
Collection of A/R (Net Gross Margin)		-	-	-	-	-	-	-	-	78,125	78,125	78,125	78,125	312,500
HST refund		-	-	-	-	-	-	-	-	-	-	-	-	-
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		2,300,000	-	-	-	-	-	-	-	78,125	78,125	78,125	78,125	2,612,500
Disbursements														
Inventory/Seed/Plantlet Purchases		-	-	-	-	160,000	-	-	-	-	-	-	-	160,000
Integrated Pest Prevention		-	-	-	-	-	2,022	2,022	2,022	2,022	2,022	2,022	2,022	14,154
Equipment Rental (Backup generator)		811	811	811	811	811	811	811	811	811	811	811	811	9,726
Management Personnel Costs (3 persons)		10,138	10,138	10,138	10,138	10,138	10,138	10,138	10,138	10,138	10,138	10,138	6,138	117,662
Operations Personnel Costs (2 persons)		1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Master Grower Team Costs (4 Month Lead Time)		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Internet Costs for Security Systems		42	42	42	42	42	42	42	42	42	42	42	42	500
Office Expenses		150	150	150	150	150	150	150	150	150	150	150	150	1,800
Professional Fees		17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	210,000
Utilities and Power		208	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	3,405	1,192	15,531
Insurance (Business and Property Liability)		1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	19,506
Property Taxes for Artiva Location		750	750	750	750	750	750	750	750	750	750	750	750	9,000
Repairs & Maintenance		100	100	100	100	100	100	100	100	100	100	100	100	1,200
Capital Expenditures		295,163	91,109	70,359	69,322	6,609	6,609	28,822	6,609	6,609	6,609	6,609	19,969	614,400
Licence Costs (Health Canada & Regulatory)		28,000	-	-	-	-	-	-	-	-	-	22,000	-	50,000
DIP Fees and Charges		320,000	-	-	-	-	-	-	-	-	-	-	-	320,000
DIP & Accrued Interest Expense on 1st Positions		32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	392,567
Funding of Related Entities		10,035	10,035	10,035	10,035	10,035	10,035	10,035	10,035	10,035	10,035	10,035	9,035	119,415
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements		721,236	170,165	149,415	148,379	245,665	87,687	109,901	87,687	87,687	87,687	111,901	96,047	2,103,461
Net Cash Flow		1,578,764	(170,165)	(149,415)	(148,379)	(245,665)	(87,687)	(109,901)	(87,687)	(9,562)	(9,562)	(33,776)	(17,922)	509,039
Opening Cash Balance		-	1,578,764	1,408,598	1,259,183	1,110,804	865,138	777,451	667,550	579,863	570,300	560,738	526,962	-
Closing Cash Balance		1,578,764	1,408,598	1,259,183	1,110,804	865,138	777,451	667,550	579,863	570,300	560,738	526,962	509,039	509,039

The above financial projections are based on management's assumptions detailed in Schedule "A"

The statement of projected cash-flow of Artiva Inc. has been prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on Cash-flow Statement

Artiva Inc.

Deloitte Restructuring Inc.

in its capacity as Trustee under the Notice of Intention to Make A Proposal
 and not in its personal or corporate capacity


 Per: Seann Poli, CEO

14-Feb-20
 Date


 Per: Hartley Bricks, Senior Vice President

14-Feb-20
 Date

Artiva Inc.
Schedule "A"
Notes to and Assumptions underlying the Projected Cash-Flow Statement
For the Period February 15, 2020 to May 8, 2020

Hypothetical Assumptions

An assumption that assumes a set of economic conditions or courses of action that are not necessarily the most probable in the Insolvent Person's judgment, but are consistent with the purpose of the cash-flow projection.

1. The Projected Cash-Flow Statement is based on the Company's historical and current experience which has been amended to reflect the anticipated results during the period of this cash flow statement (the "Cash-Flow Period").

Probable Assumptions

An assumption that the Insolvent Person believes reflects the most probable set of economic conditions and planned courses of action; they are suitably supported, consistent with the plans of the Insolvent Person and provide a reasonable basis for the Cash-Flow Statement.

- 2 Collections of accounts receivable are based on Management's review of specific demand by customer, estimated sales and economic conditions during the period of the Cash-Flow Period. The Company has made adjustments to the level of sales in the early part of the Proposal proceeding to reflect the timing of expenditures required for sales to commence. Applicable sales taxes are included in the collection amounts.
- 3 The Company has forecast purchases of supplies and parts and payments thereof based on the expected level of required expenditures, sales and operations during the Cash-Flow Period.
- 4 Personnel costs are all assumed to be on a contract basis, to engage self-employed persons to undertake planned work, and are based on the expected level of operations during the Cash-Flow Period. All personnel will be paid on a contract basis as self-employed persons, and will be engaged in a business relationship with the payer.
- 5 Non-inventory purchases and overhead include shipping costs, travel for contracted personnel to customers and service locations, and selling, general and administrative costs. The Company has forecasted specific capital expenditures during the Cash-Flow Period required to prepare the company to engage in sales. The Company's commercial insurance is in place to November 16, 2020, established prior to the Cash-Flow Period. Amounts are based on the Company's historical experience, independent advice from insurance agents, and general level of operations.
- 6 The Company has forecast net balances to be filed with respect to HST / GST / QST for forecast return to be filed for the quarter ended March 31, 2020, that will be remitted in the normal 30 days following the end of that quarter.
- 7 Rent for certain required equipment for operations and such has been forecast to be paid in the week prior to the first of each subsequent month.
- 8 Professional fees include the fees of the Proposal Trustee and the Company's legal counsel.

Other Assumptions

- 9 The Company assumes that all amounts are in Canadian dollars during the Cash-Flow Period.

ARTIVA INC.

Per: Seann Poli
Chief Executive Officer



DELOITTE RESTRUCTURING INC.

Per: Hartley Bricks
Senior Vice President



**IN THE MATTER OF THE PROPOSAL OF
ARTIVA INC.
OF THE CITY OF OTTAWA,
IN THE PROVINCE OF ONTARIO**

REPORT ON CASH FLOW STATEMENT BY THE PERSON MAKING THE PROPOSAL
(Paragraph 50.4(2)(c) of the *Bankruptcy and Insolvency Act*)

Management of Artiva Inc. has developed the assumptions and prepared the attached statement of projected cash flow of the insolvent company, as of the 14th day of February, 2020, consisting of the statement of projected cash flow for the period February 15, 2020 to May 8, 2020 and the notes and assumptions underlying the projected cash flow statement.

The hypothetical assumptions are reasonable and consistent with the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

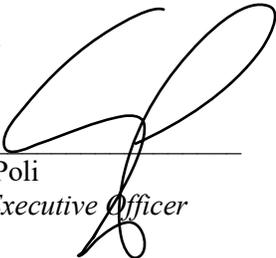
Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Ottawa in the Province of Ontario, this 14th day of February, 2020

ARTIVA INC.

Per: Seann Poli
Chief Executive Officer



**IN THE MATTER OF THE PROPOSAL OF ARTIVA INC.
OF THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO**

TRUSTEE'S REPORT ON CASH FLOW STATEMENT
(Paragraph 50.4(2)(b) of the *Bankruptcy and Insolvency Act*)

The attached statement of projected cash flow of Artiva Inc., as of the 14th day of February, 2020, consisting of statement of projected cash flow for the period February 15, 2020 to May 8, 2020 and the notes and assumptions underlying the projected cash flow statement, has been prepared by the Management of the insolvent debtor company for the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), using the probable and hypothetical assumptions set out in the notes attached.

The Trustee's review consisted of inquiries, analytical procedures and discussion related to information supplied to us by Management of the insolvent debtor company. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by Management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- a) the hypothetical assumptions are not consistent with the purpose of the projection;
- b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent debtor company or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events and conditions that are not ascertainable, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 14th day of February, 2020.

DELOITTE RESTRUCTURING INC.

Solely in its capacity as Proposal Trustee of
Artiva Inc. and not in its personal or corporate capacity,



Per: Hartley Bricks, MBA, CPA, CA, CIRP, LIT
Senior Vice President

IN THE MATTER OF THE PROPOSAL OF

**EUREKA 93 INC.
OF THE CITY OF OTTAWA,
IN THE PROVINCE OF ONTARIO**

**Statement of Projected Cash-flow
for the period February 15, 2020 to May 8, 2020**

Index

1. Statement of Projected Cash-flow of Eureka 93 Inc.
2. Notes to and Assumptions underlying the Statement of Projected Cash-flow
3. Debtor's Statement on Projected Cash-flow
4. Trustee's Report on Statement of Projected Cash-flow

Eureka 93 Inc.
 Projected Statement of Cash Flow
 For the 12 week period February 15, 2020 to May 8, 2020

Estate No. 33-2618511

	1	2	3	4	5	6	7	8	9	10	11	12	Total	
<i>Week Ending</i>	<i>Notes</i>	21-Feb-20	28-Feb-20	6-Mar-20	13-Mar-20	20-Mar-20	27-Mar-20	3-Apr-20	10-Apr-20	17-Apr-20	24-Apr-20	1-May-20	8-May-20	
Receipts														
Funding from Related Entity		3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,267	44,708
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		3,767	3,267	44,708										
Disbursements														
Management Personnel Costs		1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	767	14,708
Professional Fees		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements		3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,267	44,708
Net Cash Flow		-												
Opening Cash Balance		-												
Closing Cash Balance		-												

The above financial projections are based on management's assumptions detailed in Appendix "A".
 The statement of projected cash-flow of Eureka 93 Inc. has been prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on Cash-flow Statement

Eureka 93 Inc.



Per: Seann Poli, CEO

14-Feb-20
Date

Deloitte Restructuring Inc.

in its capacity as Trustee under the Notice of Intention to Make A Proposal
 and not in its personal or corporate capacity



Per: Hartley Bricks, Senior Vice President

14-Feb-20
Date

Eureka 93 Inc.
Schedule "A"
Notes to and Assumptions underlying the Projected Cash-Flow Statement
For the Period February 15, 2020 to May 8, 2020

Hypothetical Assumptions

An assumption that assumes a set of economic conditions or courses of action that are not necessarily the most probable in the Insolvent Person's judgment, but are consistent with the purpose of the cash-flow projection.

1. The Projected Cash-Flow Statement is based on the Company's historical and current experience which has been amended to reflect the anticipated results during the period of this cash flow statement (the "Cash-Flow Period").

Probable Assumptions

An assumption that the Insolvent Person believes reflects the most probable set of economic conditions and planned courses of action; they are suitably supported, consistent with the plans of the Insolvent Person and provide a reasonable basis for the Cash-Flow Statement.

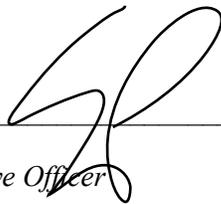
- 2 Forecast funding is to be provided by Artiva Inc., a related company subject to concurrent proposal proceedings.
- 3 Personnel costs are all assumed to be on a contract basis, to engage self-employed persons to undertake planned work, and are based on the expected level of operations during the Cash-Flow Period. All personnel will be paid on a contract basis as self-employed persons, and will be engaged in a business relationship with the payer.
- 4 Professional fees include the fees of the Proposal Trustee and the Company's legal counsel.

Other Assumptions

- 5 The Company assumes that all amounts are in Canadian dollars during the Cash-Flow Period.

EUREKA 93 INC.

Per: Seann Poli
Chief Executive Officer



DELOITTE RESTRUCTURING INC.

Per: Hartley Bricks
Senior Vice President



**IN THE MATTER OF THE PROPOSAL OF
EUREKA 93 INC.
OF THE CITY OF OTTAWA,
IN THE PROVINCE OF ONTARIO**

REPORT ON CASH FLOW STATEMENT BY THE PERSON MAKING THE PROPOSAL
(Paragraph 50.4(2)(c) of the *Bankruptcy and Insolvency Act*)

Management of Eureka 93 Inc. has developed the assumptions and prepared the attached statement of projected cash flow of the insolvent company, as of the 14th day of February, 2020, consisting of the statement of projected cash flow for the period February 15, 2020 to May 8, 2020 and the notes and assumptions underlying the projected cash flow statement.

The hypothetical assumptions are reasonable and consistent with the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Ottawa in the Province of Ontario, this 14th day of February, 2020

EUREKA 93 INC.

Per: 
Chief Executive Officer

**IN THE MATTER OF THE PROPOSAL OF EUREKA 93 INC.
OF THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO**

TRUSTEE'S REPORT ON CASH FLOW STATEMENT
(Paragraph 50.4(2)(b) of the *Bankruptcy and Insolvency Act*)

The attached statement of projected cash flow of Eureka 93 Inc., as of the 14th day of February, 2020, consisting of statement of projected cash flow for the period February 15, 2020 to May 8, 2020 and the notes and assumptions underlying the projected cash flow statement, has been prepared by the Management of the insolvent debtor company for the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), using the probable and hypothetical assumptions set out in the notes attached.

The Trustee's review consisted of inquiries, analytical procedures and discussion related to information supplied to us by Management of the insolvent debtor company. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by Management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- a) the hypothetical assumptions are not consistent with the purpose of the projection;
- b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent debtor company or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events and conditions that are not ascertainable, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 14th day of February, 2020.

DELOITTE RESTRUCTURING INC.

Solely in its capacity as Proposal Trustee of
Eureka 93 Inc. and not in its personal or corporate capacity,



Per: Hartley Bricks, MBA, CPA, CA, CIRP, LIT
Senior Vice President

IN THE MATTER OF THE PROPOSAL OF

**LIVEWELL FOODS CANADA INC.
OF THE CITY OF OTTAWA,
IN THE PROVINCE OF ONTARIO**

**Statement of Projected Cash-flow
for the period February 15, 2020 to May 8, 2020**

Index

1. Statement of Projected Cash-flow of LiveWell Foods Canada Inc.
2. Notes to and Assumptions underlying the Statement of Projected Cash-flow
3. Debtor's Statement on Projected Cash-flow
4. Trustee's Report on Statement of Projected Cash-flow

LiveWell Foods Canada Inc.
 Projected Statement of Cash Flow
 For the 12 week period February 15, 2020 to May 8, 2020

Estate No. 33-2618512

	1	2	3	4	5	6	7	8	9	10	11	12	Total	
<i>Week Ending</i>	Notes	21-Feb-20	28-Feb-20	6-Mar-20	13-Mar-20	20-Mar-20	27-Mar-20	3-Apr-20	10-Apr-20	17-Apr-20	24-Apr-20	1-May-20	8-May-20	
Receipts														
Funding From Related Entity		3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,267	44,708
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		3,767	3,267	44,708										
Disbursements														
Management Personnel Costs		1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	1,267	767	14,708
Professional Fees		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements		3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,267	44,708
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-
Opening Cash Balance		-	-	-	-	-	-	-	-	-	-	-	-	-
Closing Cash Balance		-	-	-	-	-	-	-	-	-	-	-	-	-

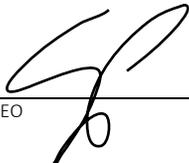
The above financial projections are based on management's assumptions detailed in Appendix "A".

The statement of projected cash-flow of LiveWell Foods Canada Inc. has been prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on Cash-flow Statement

LiveWell Foods Canada Inc.

Deloitte Restructuring Inc.

in its capacity as Trustee under the Notice of Intention to Make A Proposal
 and not in its personal or corporate capacity


 Per: Seann Poli, CEO

14-Feb-20
 Date


 Per: Hartley Bricks, Senior Vice President

14-Feb-20
 Date

LiveWell Foods Canada Inc.
Schedule "A"
Notes to and Assumptions underlying the Projected Cash-Flow Statement
For the Period February 15, 2020 to May 8, 2020

Hypothetical Assumptions

An assumption that assumes a set of economic conditions or courses of action that are not necessarily the most probable in the Insolvent Person's judgment, but are consistent with the purpose of the cash-flow projection.

1. The Projected Cash-Flow Statement is based on the Company's historical and current experience which has been amended to reflect the anticipated results during the period of this cash flow statement (the "Cash-Flow Period").

Probable Assumptions

An assumption that the Insolvent Person believes reflects the most probable set of economic conditions and planned courses of action; they are suitably supported, consistent with the plans of the Insolvent Person and provide a reasonable basis for the Cash-Flow Statement.

- 2 Forecast funding is to be provided by Artiva Inc., a related company subject to concurrent proposal proceedings.
- 3 Personnel costs are all assumed to be on a contract basis, to engage self-employed persons to undertake planned work, and are based on the expected level of operations during the Cash-Flow Period. All personnel will be paid on a contract basis as self-employed persons, and will be engaged in a business relationship with the payer.
- 4 Professional fees include the fees of the Proposal Trustee and the Company's legal counsel.

Other Assumptions

- 5 The Company assumes that all amounts are in Canadian dollars during the Cash-Flow Period.

LIVEWELL FOODS CANADA INC.

Per: Seann Poli

Chief Executive Officer

DELOITTE RESTRUCTURING INC.

Per: Hartley Bricks

Senior Vice President

**IN THE MATTER OF THE PROPOSAL OF
LIVEWELL FOODS CANADA INC.
OF THE CITY OF OTTAWA,
IN THE PROVINCE OF ONTARIO**

REPORT ON CASH FLOW STATEMENT BY THE PERSON MAKING THE PROPOSAL
(Paragraph 50.4(2)(c) of the *Bankruptcy and Insolvency Act*)

Management of LiveWell Foods Canada Inc. has developed the assumptions and prepared the attached statement of projected cash flow of the insolvent company, as of the 14th day of February, 2020, consisting of the statement of projected cash flow for the period February 15, 2020 to May 8, 2020 and the notes and assumptions underlying the projected cash flow statement.

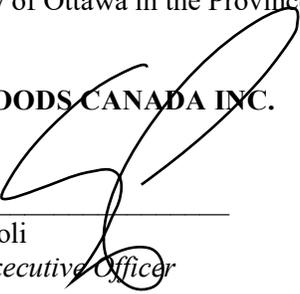
The hypothetical assumptions are reasonable and consistent with the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Ottawa in the Province of Ontario, this 14th day of February, 2020

LIVEWELL FOODS CANADA INC.

Per: 
Seann Poli
Chief Executive Officer

**IN THE MATTER OF THE PROPOSAL OF
LIVEWELL FOODS CANADA INC.
OF THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO**

TRUSTEE'S REPORT ON CASH FLOW STATEMENT
(Paragraph 50.4(2)(b) of the *Bankruptcy and Insolvency Act*)

The attached statement of projected cash flow of LiveWell Foods Canada Inc., as of the 14th day of February, 2020, consisting of statement of projected cash flow for the period February 15, 2020 to May 8, 2020 and the notes and assumptions underlying the projected cash flow statement, has been prepared by the Management of the insolvent debtor company for the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), using the probable and hypothetical assumptions set out in the notes attached.

The Trustee's review consisted of inquiries, analytical procedures and discussion related to information supplied to us by Management of the insolvent debtor company. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by Management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- a) the hypothetical assumptions are not consistent with the purpose of the projection;
- b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent debtor company or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events and conditions that are not ascertainable, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 14th day of February, 2020.

DELOITTE RESTRUCTURING INC.
Solely in its capacity as Proposal Trustee of
LiveWell Foods Canada Inc.
and not in its personal or corporate capacity,



Per: Hartley Bricks, MBA, CPA, CA, CIRP, LIT
Senior Vice President

IN THE MATTER OF THE PROPOSAL OF
VITALITY CBD NATURAL HEALTH PRODUCTS INC.
OF THE CITY OF OTTAWA,
IN THE PROVINCE OF ONTARIO

Statement of Projected Cash-flow
for the period February 15, 2020 to May 8, 2020

Index

1. Statement of Projected Cash-flow of Vitality CBD Natural Health Products Inc.
2. Notes to and Assumptions underlying the Statement of Projected Cash-flow
3. Debtor's Statement on Projected Cash-flow
4. Trustee's Report on Statement of Projected Cash-flow

Vitality CBD Natural Health Products Inc.
 Projected Statement of Cash Flow
 For the 12 week period February 15, 2020 to May 8, 2020

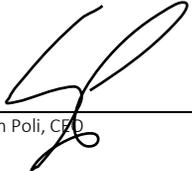
Estate No. 33-2618513

<i>Week Ending</i>	Notes	1 21-Feb-20	2 28-Feb-20	3 6-Mar-20	4 13-Mar-20	5 20-Mar-20	6 27-Mar-20	7 3-Apr-20	8 10-Apr-20	9 17-Apr-20	10 24-Apr-20	11 1-May-20	12 8-May-20	Sub Total
Receipts														
DIP Funding		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Disbursements														
Professional Fees		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Other		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-
Opening Cash Balance		-	-	-	-	-	-	-	-	-	-	-	-	-
Closing Cash Balance		-	-	-	-	-	-	-	-	-	-	-	-	-

The above financial projections are based on management's assumptions detailed in Appendix "A".

The statement of projected cash-flow of Vitality CBD Natural Health Products Inc. has been prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on Cash-flow Statement

Vitality CBD Natural Health Products Inc.



Per: Seann Poli, CFO

14-Feb-20
Date

Deloitte Restructuring Inc.

in its capacity as Trustee under the Notice of Intention to Make A Proposal
 and not in its personal or corporate capacity



Per: Hartley Bricks, Senior Vice President

14-Feb-20
Date

Vitality CBD Natural Health Products Inc.
Schedule "A"
Notes to and Assumptions underlying the Projected Cash-Flow Statement
For the Period February 15, 2020 to May 8, 2020

Hypothetical Assumptions

An assumption that assumes a set of economic conditions or courses of action that are not necessarily the most probable in the Insolvent Person's judgment, but are consistent with the purpose of the cash-flow projection.

1. The Projected Cash-Flow Statement is based on the Company's historical and current experience which has been amended to reflect the anticipated results during the period of this cash flow statement (the "Cash-Flow Period").

Probable Assumptions

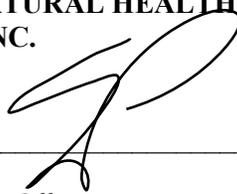
An assumption that the Insolvent Person believes reflects the most probable set of economic conditions and planned courses of action; they are suitably supported, consistent with the plans of the Insolvent Person and provide a reasonable basis for the Cash-Flow Statement.

- 2 Forecast funding is to be provided by Artiva Inc., a related company subject to concurrent proposal proceedings.
- 3 Personnel costs are all assumed to be on a contract basis, to engage self-employed persons to undertake planned work, and are based on the expected level of operations during the Cash-Flow Period. All personnel will be paid on a contract basis as self-employed persons, and will be engaged in a business relationship with the payer.
- 4 Professional fees include the fees of the Proposal Trustee and the Company's legal counsel.

Other Assumptions

- 5 The Company assumes that all amounts are in Canadian dollars during the Cash-Flow Period.

**VITALITY CBD NATURAL HEALTH
PRODUCTS INC. INC.**



Per: Seann Poli
Chief Executive Officer

DELOITTE RESTRUCTURING INC.



Per: Hartley Bricks
Senior Vice President

**IN THE MATTER OF THE PROPOSAL OF
VITALITY CBD NATURAL HEALTH PRODUCTS INC.
OF THE CITY OF OTTAWA,
IN THE PROVINCE OF ONTARIO**

REPORT ON CASH FLOW STATEMENT BY THE PERSON MAKING THE PROPOSAL
(Paragraph 50.4(2)(c) of the *Bankruptcy and Insolvency Act*)

Management of Vitality CBD Natural Health Products Inc. has developed the assumptions and prepared the attached statement of projected cash flow of the insolvent company, as of the 14th day of February, 2020, consisting of the statement of projected cash flow for the period February 15, 2020 to May 8, 2020 and the notes and assumptions underlying the projected cash flow statement.

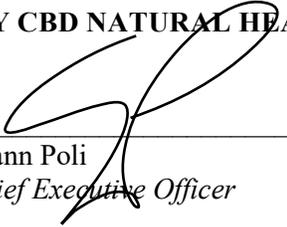
The hypothetical assumptions are reasonable and consistent with the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Ottawa in the Province of Ontario, this 14th day of February, 2020

VITALITY CBD NATURAL HEALTH PRODUCTS INC.

Per: 
Seann Poli
Chief Executive Officer

**IN THE MATTER OF THE PROPOSAL OF
VITALITY CBD NATURAL HEALTH PRODUCTS INC.
OF THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO**

**TRUSTEE'S REPORT ON CASH FLOW STATEMENT
(Paragraph 50.4(2)(b) of the *Bankruptcy and Insolvency Act*)**

The attached statement of projected cash flow of Vitality CBD Natural Health Products Inc., as of the 14th day of February, 2020, consisting of statement of projected cash flow for the period February 15, 2020 to May 8, 2020 and the notes and assumptions underlying the projected cash flow statement, has been prepared by the Management of the insolvent debtor company for the purpose of complying with the provisions of the *Bankruptcy and Insolvency Act* (Canada), using the probable and hypothetical assumptions set out in the notes attached.

The Trustee's review consisted of inquiries, analytical procedures and discussion related to information supplied to us by Management of the insolvent debtor company. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by Management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- a) the hypothetical assumptions are not consistent with the purpose of the projection;
- b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent debtor company or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events and conditions that are not ascertainable, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 14th day of February, 2020.

DELOITTE RESTRUCTURING INC.
Solely in its capacity as Proposal Trustee of
Vitality CBD Natural Health Products Inc.
and not in its personal or corporate capacity,



Per: Hartley Bricks, MBA, CPA, CA, CIRP, LIT
Senior Vice President

TAB C

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY)

Estate Number: 33-2618511

Court File No.: 33-2618511

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
EUREKA 93 INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO
AND IN THE MATTER OF THREE RELATED INTENDED PROPOSALS (LIVEWELL
FOODS CANADA INC., ARTIVA INC., AND VITALITY CBD NATURAL HEALTH
PRODUCTS INC.)**

**SECOND REPORT OF THE PROPOSAL TRUSTEE
DELOITTE RESTRUCTURING INC.**

Dated March 23, 2020

TABLE OF CONTENTS

INTRODUCTION	1
TERMS OF REFERENCE AND DISCLAIMER	2
STATUS OF INTERIM FINANCING FACILITY	3
PROGRESS OF CONSTRUCTION	3
CULTIVATION LICENCE	4
PROGRESS TOWARDS PRODUCTION OF A FIRST CROP	4

INTRODUCTION

1. This second report (the “**Second Report**”) is filed by Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as proposal trustee (the “**Proposal Trustee**”) in connection with the Notices of Intention to Make a Proposal (individually, an “**NOI**”, and collectively, the “**NOIs**”) filed by each of Eureka 93 Inc. (“**Eureka 93**”), LiveWell Foods Canada Inc. (“**LiveWell**”), Artiva Inc. (“**Artiva**”) and Vitality CBD Natural Health Products Inc. (“**Vitality**” and, together with Eureka 93, LiveWell and Artiva, the “**Companies**”).
2. On February 14, 2020 (the “**Filing Date**”), the Companies each filed an NOI under Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c.B-3, as amended (the “**BIA**”). Deloitte was appointed as Proposal Trustee under each NOI. By way of Order of Justice MacLeod dated March 9, 2020 (the “**Initial Order**”), among other things, the proposal proceeding for each of the Companies was administratively consolidated under the Estate and Court File number of Eureka 93, and the date by which the Companies are required to file proposals was extended to April 29, 2020.
3. Paragraph 16 of the Initial Order directs the Proposal Trustee, beginning on March 23, 2020, to file with the Court, and deliver to any party on the Service List who requests a copy, a bi-weekly status report: (a) confirming that the interim funding approved pursuant to paragraph 5 of the Initial Order is in place; (b) verifying progress of construction at the facility owned by Artiva; (c) confirming the continued validity of the cultivation licence of Artiva; and (d) setting out the progress towards production of a first crop by Artiva.
4. The purpose of this Second Report is to provide the first status report required under the Initial Order.

TERMS OF REFERENCE AND DISCLAIMER

5. In preparing this Second Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, unaudited financial information, books and records, construction reports and financial information prepared by the Companies, and discussions with Seann Poli, CEO of Eureka 93 and a Director of each of the Companies, and Peter Ostapchuk, Senior Financial Advisor to the Companies (“**Management**”) (collectively, the “**Information**”).
6. The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposal Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Generally Accepted Assurance Standards (“**Canadian GAAS**”) pursuant to the *Chartered Professional Accountants Canada Handbook*. Accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under Canadian GAAS in respect of the Information.
7. Some of the information referred to in this Second Report consists of financial projections. An examination or review of the financial forecasts and projections, as outlined in the *Chartered Professional Accountants Canada Handbook*, has not been performed.
8. Future oriented financial information referred to in this Second Report was prepared based on Management’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
9. Capitalized terms not otherwise defined in this Second Report are as defined in the First Report.

10. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

STATUS OF INTERIM FINANCING FACILITY

11. The Proposal Trustee has confirmed that Artiva made its first draw request on March 13, 2020, in the amount of \$696,101, and the Interim Lender advanced the funds on March 16, 2020. The funds advanced are intended for the following:
 - \$300,000 for Commitment Fees payable pursuant to the Interim Financing Facility;
 - \$65,428 for interest payments against arrears on the first mortgage on the Artiva Facility;
 - \$51,650 payable to the principals of the first mortgagee of the Artiva Facility to reimburse them for the following disbursements they made on Artiva's behalf prior to the first draw under the Interim Financing Facility: i) an insurance premium to insure the assets ; and ii) the payment of internet services for the security system; and
 - \$279,023 for use by Artiva for construction costs and other operating expenditures, including payment of fees to Health Canada for Artiva's cannabis cultivation licence.
12. A second draw request of \$106,695 was made by Artiva on March 20, 2020 and the advance is scheduled to be made on March 23, 2020. The funds are to be used for, among other things, material purchases, boiler thermogenics, architecture fees, security, utilities and professional fees.

PROGRESS OF CONSTRUCTION

13. The Proposal Trustee has been provided with access to an on-line tool that tracks the progress of construction at the Artiva facility. Work has begun on lighting, installation of troughs, irrigation, HVAC, well and septic tank, and various production rooms. Much of this work is scheduled to be completed by March 31, 2020 subject to timely delivery of materials that have been ordered and services that have been engaged. Management is not aware at this time of what the implications are, if any, of the City of Ottawa's or

the Province of Ontario's continuing evolving policies to stop the spread of the COVID-19 virus may have on the construction schedule.

CULTIVATION LICENCE

14. As mentioned above, upon the receipt of the first advance under the Interim Financing Facility, Artiva paid to Health Canada the fees owing under their cannabis cultivation licence. The Proposal Trustee confirmed through the Government of Canada's website that Artiva continues to hold a licence issued by Health Canada under the Cannabis Regulations. The licence was issued on September 20, 2019, and expires on September 20, 2022, at which point it will be subject to renewal on standard conditions applicable to all licenced producers.

PROGRESS TOWARDS PRODUCTION OF A FIRST CROP

15. Subject to the timely completion of the HVAC system and the delivery and installation of grow lights, Artiva estimates that: i) they will be in a position to receive their first plantlet crop on or around April 10, 2020 and; ii) the first crop should be ready for cultivation on or about April 27, 2020.

All of which is respectfully submitted this 23rd day of March, 2020.

DELOITTE RESTRUCTURING INC,
solely in its capacity as the Proposal Trustee
of the Companies and not in its personal or
corporate capacity

Per:



Hartley Bricks, MBA, CPA, CA, CIRP, LIT
Senior Vice-President

TAB D

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY)

Estate Number: 33-2618511

Court File No.: 33-2618511

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
EUREKA 93 INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO
AND IN THE MATTER OF THREE RELATED INTENDED PROPOSALS (LIVEWELL
FOODS CANADA INC., ARTIVA INC., AND VITALITY CBD NATURAL HEALTH
PRODUCTS INC.)**

**THIRD REPORT OF THE PROPOSAL TRUSTEE
DELOITTE RESTRUCTURING INC.**

Dated April 6, 2020

TABLE OF CONTENTS

INTRODUCTION	1
TERMS OF REFERENCE AND DISCLAIMER	2
STATUS OF INTERIM FINANCING FACILITY	3
PROGRESS OF CONSTRUCTION	5
CULTIVATION LICENCE	6
PROGRESS TOWARDS PRODUCTION OF A FIRST CROP	6

INTRODUCTION

1. This third report (the “**Third Report**”) is filed by Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as proposal trustee (the “**Proposal Trustee**”) in connection with the Notices of Intention to Make a Proposal (individually, an “**NOI**”, and collectively, the “**NOIs**”) filed by each of Eureka 93 Inc. (“**Eureka 93**”), LiveWell Foods Canada Inc. (“**LiveWell**”), Artiva Inc. (“**Artiva**”) and Vitality CBD Natural Health Products Inc. (“**Vitality**” and, together with Eureka 93, LiveWell and Artiva, the “**Companies**”).
2. On February 14, 2020 (the “**Filing Date**”), the Companies each filed an NOI under Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c.B-3, as amended (the “**BIA**”). Deloitte was appointed as Proposal Trustee under each NOI. By way of Order of Justice MacLeod dated March 9, 2020 (the “**Initial Order**”), among other things, the proposal proceeding for each of the Companies was administratively consolidated under the Estate and Court File number of Eureka 93, and the date by which the Companies are required to file proposals was extended to April 29, 2020.
3. Paragraph 16 of the Initial Order directs the Proposal Trustee, beginning on March 23, 2020, to file with the Court, and deliver to any party on the Service List who requests a copy, a bi-weekly status report: (a) confirming that the interim funding approved pursuant to paragraph 5 of the Initial Order is in place; (b) verifying progress of construction at the facility owned by Artiva; (c) confirming the continued validity of the cultivation licence of Artiva; and (d) setting out the progress towards production of a first crop by Artiva.
4. The purpose of this Third Report is to provide the second status report required under the Initial Order.

TERMS OF REFERENCE AND DISCLAIMER

5. In preparing this Third Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, unaudited financial information, books and records, construction reports and financial information prepared by the Companies, and discussions with Seann Poli, CEO of Eureka 93 and also a Director of each of the Companies, and Peter Ostapchuk, CFO of Artiva and Senior Financial Advisor to the Eureka Group of Companies (“**Management**”) (collectively, the “**Information**”).
6. The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposal Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Generally Accepted Assurance Standards (“**Canadian GAAS**”) pursuant to the *Chartered Professional Accountants Canada Handbook*. Accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under Canadian GAAS in respect of the Information.
7. Some of the information referred to in this Third Report consists of financial projections. An examination or review of the financial forecasts and projections, as outlined in the *Chartered Professional Accountants Canada Handbook*, has not been performed.
8. Future oriented financial information referred to in this Third Report was prepared based on Management’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
9. This Third Report does not include any consideration of the likely impact of the Coronavirus (“**COVID-19**”) on sales, production, supply chain or any other aspect of the business, which may have an adverse impact on the performance of the Companies. Readers should consider the increasingly broad effects on the financial condition of the

Companies, as a result of the negative impact on Canada, the global economy and major financial markets from COVID-19.

10. Capitalized terms not otherwise defined in this Third Report are as defined in the First Report and/or Second Report.
11. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

STATUS OF INTERIM FINANCING FACILITY

12. The Proposal Trustee has confirmed that since Court approval of the Interim Financing Facility, Artiva has made four draw requests totaling \$1,193,641. The fourth draw request was made on April 3, 2020, and the funds are anticipated to be received by Artiva on April 6, 2020.
13. The following is a comparison of the first four draw requests to the first four weeks of Statement of Projected Cash Flow for Artiva as filed with the Superintendent of Bankruptcy on February 19, 2020, and which was attached in Appendix “E” to the First Report (the “**Projections**”).

Actual Interim Financing Facility Draws and Disbursements Compared to Statement of Projected Cash-Flow For the 4-week period ended April 3, 2020			
(in \$CDN)	NOI Forecast to 3-Apr-20	Actual Draws to 3-Apr-20	Variance
Receipts			
DIP Funding February 2020	2,300,000	1,193,641	1,106,359
Total Receipts	2,300,000	1,193,641	1,106,359
Disbursements			
Inventory/Seed/Plantlet Purchases	-	133,805	(133,805)
Contract Labour / Architectural Fees	-	8,383	(8,383)
Equipment Rental (Backup generator)	3,242	3,243	(1)
Management Personnel Costs (3 persons)	50,692	64,858	(14,166)
Operations Personnel Costs (2 persons)	6,000	7,000	(1,000)
Master Grower Team Costs (4 Month Lead Time)	10,000	42,374	(32,374)
Internet Costs for Security Systems	167	1,817	(1,650)
Office Expenses	600	150	450
Travel Expenses	-	4,766	(4,766)
Professional Fees (Proposal Trustee & Legal Counsel)	100,000	232,981	(132,981)
Utilities and Power	3,784	4,400	(616)
Insurance (Business and Property Liability)	6,502	6,503	(1)
Property Taxes for Artiva Location	3,000	3,000	-
Repairs & Maintenance	400	-	400
Capital Expenditures	525,954	176,255	349,699
Licence Costs (Health Canada & Regulatory)	28,000	23,250	4,750
DIP Fees and Charges	320,000	300,000	20,000
DIP & Accrued Interest Expense on 1st Positions	130,856	130,856	(0)
Other (Liability Insurance on Property and Assets)	-	50,000	(50,000)
Total Disbursements	1,189,196	1,193,641	(4,445)
Net Cash Flow	1,110,804	-	1,110,804

14. The Proposal Trustee notes the following concerning the actual draws made to date and the significant variances:

- while the Projections anticipated all of the Interim Funding would be received in one initial draw, the parties have elected to operate on a draw request basis in order to satisfy invoices received or fund disbursements scheduled to be incurred during the following week;
- the negative disbursement variance for plantlets of \$133,805 is a timing difference, as it was initially planned for the fifth week of the forecast, but was actually made during draw weeks one, two and four;

- the negative disbursement variance for professional fees of \$132,981 is a result of:
 - (i) a timing difference, as the Projections provided for a straight-line expense of professional fees on a weekly basis, whereas the initial invoices from the Proposal Trustee, its counsel and the Companies' counsel reflect the significant up-front fees and disbursements incurred for the filing of the NOIs, and the preparation of the motion materials for the relief provided for in the Initial Order; and
 - (ii) a potential permanent difference due to the unanticipated additional fees involved in dealing with the opposition by Dominion Capital LLC ("**Dominion**") to the making of the Initial Order, which also required two adjournments of that motion, and the filing by the Companies of additional and more substantive material to respond to the material and positions put forward by Dominion.
- the positive disbursement variance for capital expenditures of \$349,698 is both a permanent and timing difference. Artiva initially anticipated an expenditure of approximately \$110,000 for the installation of a concrete floor in one of the growing rooms. The Company has decided to defer that expense as it can operate with the current flooring while redirecting those funds to more crucial operational requirements. In addition, there are certain capital expenditures that have been slightly delayed due to delays in obtaining satisfactory supplier quotes to complete the work, most notably from the electrical contractor (which quote has now been obtained and the work has been scheduled).

PROGRESS OF CONSTRUCTION

15. The Proposal Trustee has been provided with access to an on-line tool that tracks the progress of construction at the Artiva facility. Work continues on lighting, installation of troughs, irrigation, HVAC, well and septic tank, and various production rooms. Due to the delays in obtaining quotes and some materials, the Company believes it is now two-to-three weeks behind its initial construction schedule. Management is not yet aware

at this time of what the additional implications are, if any, of the continuing evolving policies of the City of Ottawa and the Province of Ontario to deal with the COVID-19 pandemic that may have an impact on the construction schedule.

CULTIVATION LICENCE

16. The Proposal Trustee confirmed on April 6, 2020, through the Government of Canada's website that Artiva continues to hold a licence issued by Health Canada under the Cannabis Regulations.

PROGRESS TOWARDS PRODUCTION OF A FIRST CROP

17. In its Second Report, the Proposal Trustee reported that, subject to the timely completion of the HVAC system and the delivery and installation of grow lights, Artiva estimated that: i) they would be in a position to receive their first plantlet crop on or around April 10, 2020, and; ii) the first crop should be ready for cultivation on or about April 27, 2020. Due to the delays as discussed above, the Company now estimates that they should be in a position to receive their first plantlet crop on or around April 30, 2020, and that the first crop should be ready for cultivation on or around May 21, 2020. However, the recent suspension of non-essential construction by the Province may impact the work at the facility, which may result in a further delay in the progress towards a first crop.

All of which is respectfully submitted this 6th day of April, 2020.

DELOITTE RESTRUCTURING INC,
solely in its capacity as the Proposal Trustee
of the Companies and not in its personal or
corporate capacity

Per: 

Hartley Bricks, MBA, CPA, CA, CIRP, LIT
Senior Vice-President

TAB E

APPENDIX "E"

Artiva Inc.

Cash Flow Forecasted from April 20 to June 12, 2020

	Week Ending								Cumulative
	24-Apr-20	1-May-20	8-May-20	15-May-20	22-May-20	29-May-20	5-Jun-20	12-Jun-20	20-Apr-20 to 12-Jun-20
Receipts									
DIP Draws	120,116	-	38,606	110,313	66,941	29,013	-	-	364,991
Deposit re Purchase Agreement	-	203,280	-	-	-	-	-	-	203,280
Collection of A/R (Net Gross Margin from Clone Sales)	-	-	-	-	46,875	93,750	93,750	203,280	437,655
HST refund	-	-	-	-	-	-	133,059	-	133,059
Other	2,000	-	-	-	-	-	-	-	2,000
Total Receipts	122,116	203,280	38,606	110,313	113,816	122,763	226,809	203,280	1,140,985
Disbursements									
Inventory/Seed/Plantlet Purchases	-	40,580	-	-	-	-	-	-	40,580
Contract Labour / Architectural Fees	-	-	-	7,910	-	-	-	-	7,910
Integrated Pest Prevention	2,022	2,022	2,022	2,022	2,022	2,022	2,022	2,022	16,176
Equipment Rental (Backup generator)	811	811	811	811	811	811	811	811	6,484
Management Personnel Costs (3 persons)	18,206	18,206	18,206	18,206	18,206	18,206	18,206	18,206	145,650
Operations Personnel Costs (2 persons)	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	14,000
Master Grower Team Costs (4 Month Lead Time)	5,933	5,933	5,933	5,933	5,933	5,933	5,933	5,933	47,460
Internet Costs for Security Systems	42	42	42	42	42	42	42	42	333
Office Expenses	150	150	150	150	150	150	150	150	1,200
Travel Expenses	-	-	1,500	-	1,500	-	1,500	-	4,500
Professional Fees (Proposal Trustee & Legal Counsel)	28,000	28,000	28,000	30,500	33,000	37,500	37,500	37,500	260,000
Utilities and Power	1,192	1,192	1,192	1,192	3,405	1,192	1,192	1,192	11,748
Insurance (Business and Property Liability)	1,626	1,626	1,626	1,626	1,626	1,626	1,626	1,626	13,004
Property Taxes for Artiva Location	750	750	750	750	750	750	750	750	6,000
Repairs & Maintenance	100	100	100	100	100	100	100	100	800
Capital Expenditures	28,822	6,609	6,609	6,609	11,809	19,969	19,291	6,609	106,328
DIP & Interest Expense	32,714	32,714	32,714	32,714	32,714	32,714	32,714	32,714	261,711
Other	-	-	-	-	-	-	-	-	-
Total Operating Disbursements	122,116	140,483	101,403	110,313	113,816	122,763	123,585	109,403	943,884
Net Cash Flow	-	62,797	(62,797)	-	-	-	103,224	93,877	197,101
Opening Cash Balance	-	-	62,797	-	-	-	-	103,224	-
Closing Cash Balance	-	62,797	-	-	-	-	103,224	197,101	197,101
Opening Undrawn Balance of DIP Financing	777,451	657,334	657,334	618,728	508,415	441,473	412,460	412,460	777,451
Closing Undrawn Balance of DIP Financing	657,334	657,334	618,728	508,415	441,473	412,460	412,460	412,460	412,460

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF EUREKA 93 INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO

AND IN THE MATTER OF THREE RELATED INTENDED PROPOSALS (LIVEWELL FOODS CANADA INC., ARTIVA INC., AND VITALITY CBD NATURAL HEALTH PRODUCTS INC.)

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
Proceeding commenced at Ottawa

FOURTH REPORT OF THE PROPOSAL TRUSTEE

BLANEY McMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto ON M5C 3G5

Eric Golden LSO #38239M
(416) 593-3927 (Tel)
(416) 593-5437 (Fax)
Email: egolden@blaney.com

Chad Kopach LSO #48084G
(416) 593-2985 (Tel)
(416) 593-5437 (Fax)
Email: ckopach@blaney.com

Lawyers for the Proposal Trustee

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE MR) **MONDAY, THE 9TH**
)
JUSTICE MACLEOD) **DAY OF MARCH, 2020**

Estate Number: **33-2618511**
Court File No.: **33-2618511**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
EUREKA 93 INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO**

**AND IN THE MATTER OF THREE RELATED INTENDED PROPOSALS (LIVEWELL
FOODS CANADA INC., ARTIVA INC., AND VITALITY CBD NATURAL HEALTH
PRODUCTS INC.)**

ORDER

THIS MOTION, made by Eureka 93 Inc., LiveWell Foods Canada Inc., Artiva Inc. and Vitality CBD Natural Health Products Inc. (the “**Debtors**”) for various relief pursuant to the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3, as amended (the “**BIA**”), was heard Friday 6 March 2020, at 161 Elgin Street, Ottawa, Ontario, with judgment being reserved to this day.

ON READING the Affidavits of Seann Poli sworn 18 February 20120, 25 February 2020 and 2 March 2020, the Affidavit of Robb Nelson sworn 2 March 2020, the Affidavit of Philip Gross sworn 28 February 2020, the Affidavit of Dirk Bouwer sworn 24 February 2020 and the First Report of Deloitte Restructuring Inc. in its capacity as the Debtors’ proposal trustee (“**Deloitte**”) dated 19 February 2020 (the “**First Report**”), on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel to the Debtors, counsel for Deloitte, counsel to Dominion Capital LLC and Perley-Robertson, Hill & McDougall LLP, no one else appearing:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

ADMINISTRATIVE CONSOLIDATION

2. **THIS COURT ORDERS** that the proposal proceedings of the Debtors (collectively, the “**Proposal Proceedings**”) be and are hereby administratively consolidated and the Proposal Proceedings are hereby authorized and directed to continue under the following joint title of proceedings:

Estate Number: **33-2618511**
Court File No.: **33-2618511**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
EUREKA 93 INC. OF THE CITY OF OTTAWA IN THE PROVINCE OF ONTARIO**

**AND IN THE MATTER OF THREE RELATED INTENDED PROPOSALS (LIVEWELL
FOODS CANADA INC., ARTIVA INC., AND VITALITY CBD NATURAL HEALTH
PRODUCTS INC.)**

3. **THIS COURT ORDERS** that all further materials in the Proposal Proceedings shall be filed only in the Eureka 93 Inc. estate and court file (estate number **33-2618511** and court file number **33-2618511**) and hereby dispenses with further filing thereof in the estate and court files of the other Debtors.

ADMINISTRATION CHARGE

4. **THIS COURT ORDERS** that the Proposal Trustee, counsel for the Proposal Trustee and counsel to the Debtors shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on all of the assets, property and undertaking of the Debtors (the “**Property**”), which Administration Charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 9 and 11 hereof.

INTERIM FINANCING

5. **THIS COURT ORDERS** that the Debtors shall be entitled, subject to the terms of the Commitment Agreement dated January 2019 (the “**Credit Agreement**”) between the Debtors and Sprouter Corporation Inc., David Van Segbrook and Donna Van Segbrook (the “**Interim Lenders**”) and attached as **Appendix C** to the First Report, to borrow from the Interim Lenders an amount that shall not exceed the amounts contemplated in the Credit Agreement.

6. **THIS COURT ORDERS** that the Debtors are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees or other definitive documents (the “**Definitive Documents**”), as are contemplated by the Credit Agreement.

7. **THIS COURT ORDERS** that as security for all of the obligations of Debtors to the Interim Lenders relating to advances made under the Credit Agreement from and after the date of this Order, the Interim Lenders shall be entitled to the benefit of, and are hereby granted, a charge (the “**Interim Lending Charge**”) on the Property, and the Interim Lending Charge shall have the priority set out in paragraphs **9** and **11**.

8. **THIS COURT ORDERS AND DECLARES** that the Interim Lenders shall be unaffected: (a) by the stay of proceedings provided for in section 69 or 69.1 of the BIA, as applicable, or any other stay that may be ordered by the Court in any other proceedings initiated by the Debtors; and (b) under any proposal, or plan of compromise or arrangement filed by the Debtors.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

9. **THIS COURT ORDERS** that the priorities of the Administration Charge and the Interim Lending Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000); and

Second – Interim Lending Charge.

10. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge and/or the Interim Lending Charge (collectively, the “**Charges**”) shall not be required,

and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

11. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property so charged by them and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any person.

12. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtors shall not grant any charge, security interest or other encumbrance over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Debtors obtain an Order of this Court.

13. **THIS COURT ORDERS** that the Charges, the Credit Agreement and the Definitive Documents 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 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, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Debtors, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Credit Agreement or the Definitive Documents shall create or be deemed to constitute a breach by the Debtors of any Agreement to which any one of them is a party; and
- (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 Debtors entering

into the Credit Agreement or the Definitive Documents or the creation of the Charges, or the execution, delivery or performance of any such documents.

14. **THIS COURT ORDERS** that any of the Charges created by this Order over leases of real property in Canada shall only be a charge in the Debtors' interest in such real property leases.

EXTENSION OF TIME TO MAKE PROPOSAL

15. **THIS COURT ORDERS** that the date by which the Debtors are required to file proposals be and is hereby extended to 29 April 2020.

16. **THIS COURTS ORDERS** that beginning on 23 March 2020, Deloitte shall file with the Court, and deliver to any party on the Service List that requests a copy, bi-weekly status reports: (a) confirming that the interim funding approved pursuant to paragraph 5 is in place; (b) verifying progress of construction at the facility owned by Artiva Inc. ("**Artiva**"); (c) confirming the continued validity of the cultivation licence of Artiva; and (d) setting out the progress towards production of a first crop by Artiva.

17. **THIS COURT ORDERS** that: (a) in the event that there is a significant deviation from Artiva's cash flow statement; or (b) any of the assumptions built into the Credit Agreement fail to materialize or require significant readjustment, any creditor may move to lift the stay arising under the BIA or for amendment of this Order.



MR. JUSTICE C. MACLEOD