

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

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**

**EUREKA 93 DOCUMENTS: POLI AFFIDAVIT**

Date: 18 February 2020

**GOWLING WLG (CANADA) LLP**  
Barristers and Solicitors  
Suite 1600, 1 First Canadian Place  
100 King Street West  
Toronto, ON M5X 1G5

**E. PATRICK SHEA (LSUC No. 39655K)**  
Tel: (416) 369-7399 / Fax: (416) 862-7661  
Email: [patrick.shea@gowlingwlg.com](mailto:patrick.shea@gowlingwlg.com)

**BENOIT M. DUCHESNE (LSO# 44922I)**  
Tel: (613) 786-0142 / Fax: (613) 788-3637  
Email: [benoit.duchesne@gowlingwlg.com](mailto:benoit.duchesne@gowlingwlg.com)

Lawyers for the Debtors

**TO: THE ATTACHED SERVICE LIST**

## SERVICE LIST

<b>TO:</b>	<p><b>GOWLING WLG (CANADA) LLP</b>  1 First Canadian Place  100 King Street West, Suite 1600  Toronto ON M5X 1G5</p> <p><b>E. Patrick Shea</b>  Tel: (416) 369-7399  Fax: (416) 862-7661  Email: <a href="mailto:patrick.shea@gowlingwlg.com">patrick.shea@gowlingwlg.com</a></p> <p><i>Solicitors for the Debtors</i></p>
<b>AND TO:</b>	<p><b>DELOITTE RESTRUCTURING INC.</b>  8 Adelaide Street West, Suite 200,  Toronto, ON M5H 0A9</p> <p><b>Attention: Hartley Bricks</b>  Tel: (416) 775-7326  Fax: (416) 601-6690  Email: <a href="mailto:hbricks@deloitte.ca">hbricks@deloitte.ca</a></p>
<b>AND TO:</b>	<p><b>BLANEY MCMURTRY LLP</b>  2 Queen Street East, Suite 1500  Toronto, Ontario M5C 3G5</p> <p><b>Attention: Eric Golden</b>  Tel: (416) 593-3927  Fax: (416) 596-2049  Email: <a href="mailto:egolden@blaney.com">egolden@blaney.com</a></p> <p><i>Counsel to Deloitte</i></p>
<b>AND TO:</b>	<p><b>FAMILY LENDING INC. / AGRIROOTS CAPITAL MANAGEMENT INC.</b>  136 St. Clair St.  Chatham, Ontario N7L3J3</p> <p><b>Attention: Robb Nelson and/or Shawn Bustin</b>  Tel: (519) 351-5650  Fax: (866) 405-3889  Email: <a href="mailto:robb@ArgiRoots.ca">robb@ArgiRoots.ca</a>  Email: <a href="mailto:shawn@ArgriRoots.ca">shawn@ArgriRoots.ca</a></p>

<b>AND TO:</b>	<b>PERLEY-ROBERTSON HILL &amp; MCDOUGALL LLC</b> 1400-340 Albert St Ottawa, ON K1R 0A5
<b>AND TO:</b>	<b>LAMARCHE ELECTRIC INC.</b> 9374 County Road 17 Rockland, Ontario K4K 1K9
<b>AND TO:</b>	<b>PALADIN TECHNOLOGIES INC.</b> 29 Antares Dr #201 Nepean, ON K2E 7V2
<b>AND TO:</b>	<b>OLYMPIA TRUST COMPANY</b> PO Box 2581, STN Central Calgary, AB T2P 1C8
<b>AND TO:</b>	<b>DOMINION CAPITAL LLC</b> 256 West 38 <sup>th</sup> St, 15 <sup>th</sup> Floor New York, NY 10018
<b>AND TO:</b>	<b>INTERNATIONAL PROCESS PLANTS AND EQUIPMENT CORP</b> 410 Princeton-Hightstown Rd Princeton Junction, NJ 08550
<b>AND TO:</b>	<b>ATTORNEY GENERAL OF CANADA</b> Department of Justice Canada Ontario Regional Office – Tax Law Section The Exchange Tower 130 King Street West, Suite 3400 Box 36 Toronto, ON M5X 1K6  <b>Attention: Diane Winters</b> Tel: (416) 973-3172 Fax: (416) 973-0809 Email: <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a>

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# INDEX

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**TAB 1**



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**

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

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

LiveWell Foods Canada Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1221858 Ontario Ltd	Attn: R Pererkin 269 Pleasant Park Road Ottawa ON K1H 5M7	12,823.95	0.00	12,823.95
2	4 Office Automation Ltd	425 Superior Blvd, Unit 1 & 2 Mississauga ON L5T 2W5	1.00	0.00	1.00
3	6250424 Canada Inc.	(Hull Office Rent)	1.00	0.00	1.00
4	6502709 Canada Inc.		1.00	0.00	1.00
5	6502709 Canada Inc.	36 Doris Ave. Ottawa ON K1T 3W8	215,340.01	0.00	215,340.01
6	8439109 Canada Inc. (Le Viba)	1966 Boul Maloney Est Gatineau QC J8R 3Z4	735.84	0.00	735.84
7	9051058 Canada Inc.	Attn: P Boulet 206-900 Boul de la Carriere Gatineau QC J8Y 6T5	3,546.98	0.00	3,546.98
8	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	0.00	5,611.43
9	Anguelov, Kalin	1143 Rocky Harbour Cres. Ottawa ON K1V 1V1	1.00	0.00	1.00
10	BDO Canada	1000 Rue De La Gauchetiere Ouest, Bureau 200 Montreal QC H3B 4W5	2,437.47	0.00	2,437.47
11	Brum, Sonia	570 Louis Drive Mississauga ON L5B 2N2	1.00	0.00	1.00
12	CNW Telbec	2000, Avenue McGill College, 3iem Etage Montreal QC H3A 3H3	40,713.11	0.00	40,713.11
13	Communication ATR	209-1850 Boul Le Corbusier Laval QC H7S 2K1	206.96	0.00	206.96
14	Computershare	100 University Ave. , 11th Floor, South Tower Toronto ON M5J 2Y1	3,051.41	0.00	3,051.41
15	Conrad Seguin	183 Dovercourt Road Toronto ON M6J 3C1	8,933.37	0.00	8,933.37
16	Cooke-Bithrey, Leslie	1399 Augustine Dr. Burlington ON L7P 2M9	1.00	0.00	1.00
17	Corey Shirley	#4-12 Cordova Ave. Etobicoke ON M9A 2H5	1.00	0.00	1.00
18	Corporate Traveller	220-220 Laurier Ave West Ottawa ON K1P 5Z9	13,558.56	0.00	13,558.56
19	David Rendimont	45 Maple Edge Lane Whitby ON L1R 2N1	5,384.33	0.00	5,384.33
20	Employee - Accrued Payroll - July 2019 to Sept 2019		262,382.08	0.00	262,382.08
21	Employee (Former) - Accrued Vacation Payable		111,511.99	0.00	111,511.99
22	Excelins Consulting Inc.	Attn: Stéphane Vézina 18 De L'argile Gatineau QC J8Z 3G2	1,695.00	0.00	1,695.00
23	FedEx	PO Box 4626 Toronto Stn A Toronto ON M5W 5B4	24.18	0.00	24.18

14-Feb-2020

Date

Seann Poli



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

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

LiveWell Foods Canada Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
24	Grit Capital Advisory	18 Yorkville Avenue, Suite 2405 Toronto ON M4W 3Y8	56,500.00	0.00	56,500.00
25	ICorp.ca	136 Leopolds Drive Ottawa ON K1V 7E3	23,306.25	0.00	23,306.25
26	icorp.ca Inc.	136 Leopolds Drive Ottawa ON K1V 7E3	21,893.75	0.00	21,893.75
27	Intact Insurance	Attn: BrokerLink 201-3009 St. Joseph Blvd Orleans ON K1E 1E1	1,850.63	0.00	1,850.63
28	Jemal, Dorra	1-79 Anderson St., Ottawa ON K1R 6T6	1.00	0.00	1.00
29	JR Gagnon Affaires Publiques	Attn: Jean-René Gagnon 72 avenue des Flandres Candiac QC J5R 6W1	20,120.65	0.00	20,120.65
30	KerrSmith Design	2 River Street Toronto ON M5A 3N9	309,789.65	0.00	309,789.65
31	Madan, Mani	90 Edenvale Dr. Ottawa ON K2K 3N8	1.00	0.00	1.00
32	Malay Doshi	59 Solaris Dr Ottawa ON K2M 0L6	6.82	0.00	6.82
33	McGrade, Patrick	3 Goswell Rd. Toronto ON M9A 1G2	1.00	0.00	1.00
34	Meltwater News Canada Inc	HSBC Canada c/o TH1085 P.O. Box 4283, Station A Toronto ON M5W 5W6	19.77	0.00	19.77
35	Microsoft Corporation	Lockbox 910430, PO Box 4090 Station A Toronto ON M5W 0E9	2,843.76	0.00	2,843.76
36	MNP LLP	1155 boul. Rene-Levesque O., 23e etage Montreal QC H3B 2K2	311,867.51	0.00	311,867.51
37	Omnivigil Solutions	290-4765, 1er Avenues Quebec QC G1H 2T3	565.13	0.00	565.13
38	Ontario Ministry of Labour	400 University Ave #14 Toronto ON M7A 1T7	149,000.00	0.00	149,000.00
39	Patrick McGrade	3 Goswell Rd Toronto ON M9A 1G2	6,415.72	0.00	6,415.72
40	Patterson, Kashtin	2435 Page Road Orleans ON K1W 1H2	1.00	0.00	1.00
41	Perley-Robertson, Hill & McDougall LLP	Attn: Dirk Bouwer 340 Albert St #1400 Ottawa ON K1R 7Y6	17,608.29	0.00	17,608.29
42	Peter Geimer	11 Pavillon Street Unionville ON L3R 1N8	309.87	0.00	309.87
43	Plantech Control Systems Inc.	3466 S Service Rd Vineland Station ON L0R 2E0	29,725.86	0.00	29,725.86
44	Postmedia	P.O Box 7400 London ON N5Y 4X3	33,436.02	0.00	33,436.02
45	Robert Leaker	5 Glover Mountain Rd Stoney Creek ON L8J 1X5	54,678.79	0.00	54,678.79

14-Feb-2020

Date

Seann Poli

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

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

LiveWell Foods Canada Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
46	Rogers	CP11442 Montreal ON H3C 5J2	3,007.09	0.00	3,007.09
47	Rogers (Artiva)	CP11442 Montreal QC H3C 5J2	340.69	0.00	340.69
48	Seann Poli Reimbursed Exp	5851 Knights Dr Ottawa ON K4M 1K3	421.96	0.00	421.96
49	Seguin, Conrad	303 - 183 Dovercourt Rd. Toronto ON M6J 3C1	1.00	0.00	1.00
50	Shirley, Corey	1049 Hand Ave., Fernie BC V0B 1M1	1.00	0.00	1.00
51	Stephane Vezina	18 De L'argile Gatineau QC J8Z 3G2	108.29	0.00	108.29
52	Steve Archambault	1561 Maley LN Ottawa ON K2W 1C2	4,345.74	0.00	4,345.74
53	Thompson, Tandika	45 Rue Carmen Gatineau QC J8T 2N5	1.00	0.00	1.00
54	Tilray Inc.	1100 Maughan Road Nanaimo BC V9X 1J2	1,551,722.98	0.00	1,551,722.98
55	Timothy J. McCunn Professional Corp.	47 Kings Landing Private Ottawa ON K1S 5P3	71,190.00	0.00	71,190.00
56	Vitality CBD Natural Health Products Inc.	1400 - 340 Albert St., Ottawa ON K1R 0A5	1,048,910.78	0.00	1,048,910.78
57	West Canada Holdings ULC	181 Bay Street, Suite 400 Toronto ON M5J 2V8	6,102.00	0.00	6,102.00
<b>Total:</b>			<b>4,414,058.67</b>	<b>0.00</b>	<b>4,414,058.67</b>

14-Feb-2020

Date

Seann Poli

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

FORM 78 -- Continued

List "B"  
Secured Creditors

LiveWell Foods Canada Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total: 0.00			0.00	0.00	0.00

14-Feb-2020

Date

Seann Poli

**TAB 2**



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.

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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**

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

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Eureka 93 Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	Bay Street HR	1 University Avenue, 18th Floor Toronto ON M5J 2P1	15,520.55	0.00	15,520.55
2	BDO Canada	1000 Rue De La Gauchetiere Ouest, Bur 200 Montreal QC H3B 4W5	2,681.22	0.00	2,681.22
3	Borden Lander Gervais LLP	100 Queen Street, Suite 1300 Ottawa ON K1P 1J9	5,071.44	0.00	5,071.44
4	Bridge West CPAs & Consultants LLC	1714 Duchess Drive Longmont CO 80501 USA	14,071.18	0.00	14,071.18
5	Broadridge	PO Box 416423 Boston MA 02241 USA	8,260.14	0.00	8,260.14
6	Broadridge	PO Box 57461, Station A Toronto ON M5W 5W5	5,808.43	0.00	5,808.43
7	CBRE Ltd.	380 Wellington Street, Suite 30 London ON N6A 5B5	1,695.00	0.00	1,695.00
8	CIBC World Markets	161 Bay St., Toronto ON M5J 2S8	81,109.07	0.00	81,109.07
9	Dominion Capital LLC, BPY Ltd., Nomis Bay Ltd and MMCAP International Inc. SPC	341 West 38th Street, Suite 800 New York NY 10018	0.00	11,004,000.00	11,004,000.00
10	Dr. Calving R Stiller	4 Tallwood St., London ON	92,717.20	0.00	92,717.20
11	Evan Dion Photographer Inc	20 Leslie Street, Suite 120 Toronto ON M4M 3L4	19,012.25	0.00	19,012.25
12	Hugessen Consulting	Royal Bank Plaza, South Tower Suite 3200, PO Box 155, 200 Bay Street Toronto ON M5J 2J4	38,928.50	0.00	38,928.50
13	KCSA Strategic Communications	420 Fifth Ave, 3rd Floor New York NY 10018 USA	41,462.44	0.00	41,462.44
14	Knox-Vannest Corp.		101,575.80	0.00	101,575.80
15	Lawson Lundell LLP	1600 Cathedral Place Vancouver BC	51,558.61	0.00	51,558.61
16	Michael P. Mueller	Chairman of Laurentian Bank of Canada	111,575.80	0.00	111,575.80
17	MNP LLP	1155, Boul. Rene-Levesque O., 23 E Stage Montreal QC H3B 2K2	116,872.09	0.00	116,872.09
18	Nimble Communications	60 Atlantic Avenue, Suite 200 Toronto ON M6K 1X9	7,910.00	0.00	7,910.00
19	Paul G Smith	225 Richmond St. W. Toronto ON M5V 1W2	60,000.00	0.00	60,000.00
20	Perley Robertson et al	Attn: Tim McCunn 1400-340 Albert Street, Constitution Square Ottawa ON K1R 0A5	229,504.45	0.00	229,504.45
21	Perley-Robertson, Hill & McDougall LLP	340 Albert St., # 1400 Ottawa ON K1R 7Y6	373,965.79	0.00	373,965.79
22	Postmedia 416-442-3376	365 Bloor Street East Toronto ON M4W 3L4	5,173.88	0.00	5,173.88
23	Share Deposits		632,460.23	0.00	632,460.23
24	Steven Archambault	1561 Maley Lane Kanata ON K2W 1C2	10,000.00	0.00	10,000.00

14-Feb-2020

Date

Seann Poli

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

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Eureka 93 Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
25	Tim McCunn	C/O Perley Robertson et al 1400-340 Albert St., Constitution Square Ottawa ON K1R 0A5	74,197.55	0.00	74,197.55
26	TMX TSX Trust Company	301 - 100 Adelaide Street West Toronto ON M5H 4H1	6,220.94	0.00	6,220.94
27	Todd Korol	1164 Edgemont Road NW Calgary AB T3A 2J8	4,525.50	0.00	4,525.50
28	Torys LLP 416-865-7380	TD South Tower 79 Wellington St. W, 30th Floor, Box 270 Toronto ON M5K 1N2	256,666.98	0.00	256,666.98
29	William A. MacKinnon	15 Kingsgarden Rd., Toronto ON M8X 1S7	116,589.34	0.00	116,589.34
<b>Total:</b>			<b>2,485,134.38</b>	<b>11,004,000.00</b>	<b>13,489,134.38</b>

14-Feb-2020

Date

Seann Poli

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

FORM 78 -- Continued

List "B"  
Secured Creditors

Eureka 93 Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	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			0.00		11,004,000.00
Total:			11,004,000.00			0.00	0.00	11,004,000.00

14-Feb-2020

Date

Seann Poli



**TAB 3**



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**

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

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Vitality CBD Natural Health Products Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	Bennett Jones	1 First Canadian Place Suite 3400, P.O. Box 130 Toronto ON M5X 1A4	120,722.24	0.00	120,722.24
2	Brian Baker	brian.baker@eshiftcare.com	130,000.00	0.00	130,000.00
3	Bridge West CPAs & Consultants LLC	1714 Duchess Drive Longmont CO 80501 USA	1.00	0.00	1.00
4	Canada Revenue Agency	875 Heron Rd., Ottawa ON K1A 1A2	4,045.22	0.00	4,045.22
5	Firmex Inc.	110 Spadina Avenue, Ste 700 Toronto ON M5V 2K4	1.00	0.00	1.00
6	International Process Plants and Equipment	410 Princeton Heightstown Rd Princeton Junction NJ 09550 USA	317,574.47	0.00	317,574.47
7	Karen E. Wootton Legal Services	300 N. Main Street, 2nd Floor Las Cruces NM 88001 USA	1,155.78	0.00	1,155.78
8	MNP LLP	1155, Boul, Rene-Levesque O., 23 E Stage Montreal QC H3B 2K2	147,865.24	0.00	147,865.24
9	Parsons Behle & Latimer	201 South Main St., Suite 1800 Salt Lake City Utah 84111 USA	8,553.68	0.00	8,553.68
10	Perley-Robertson, Hill & McDougall LLP	340 Albert St # 1400 Ottawa ON K1R 7Y6	225.50	0.00	225.50
<b>Total:</b>			<b>730,144.13</b>	<b>0.00</b>	<b>730,144.13</b>

14-Feb-2020

Date

Seann Pol

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

FORM 78 -- Continued

List "B"  
Secured Creditors

Vitality CBD Natural Health Products Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total:			0.00	0.00	0.00

14-Feb-2020

Date

Seann Poli

TAB 4



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**

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

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Artiva Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	A & J Urethane	21 St George St Lyn ON K6T 1B7	7,221.00	0.00	7,221.00
2	A & L Canada Laboratories Inc.	2136 Jetstream Road London ON N5V 3P5	59.33	0.00	59.33
3	Abboud, Charbel	502-135-254 1896 Kingsdale Ave. Gloucester ON K1T 1J1	1.00	0.00	1.00
4	Agroponic Industries Ltd.	908 Ranchview Cres, NW. Calgary AB T3G 1P9	26,191.95	0.00	26,191.95
5	Ahmad, Sajjad	553-817-909 1465 Sydenham Rd. Kingston ON K7L 4V4	1.00	0.00	1.00
6	Ambar, Justin	527-930-507 2206 - 1755 Frobisher Lane Ottawa ON K1G 3T6	1.00	0.00	1.00
7	Annex Air	5970 Henri-Bourassa W Blvd. Montreal QC H4R 3A6	1.00	0.00	1.00
8	Bank of Montreal	First Canadian Place 100 King St., W. 18th Floor Toronto ON M5X 1A1	8,872.64	0.00	8,872.64
9	Blackforest Contractor Inc	4554 Anderson Rd. Ottawa ON K0A 1K0	423.75	0.00	423.75
10	BMR (3403092 Canada Inc)	660 route 148 Bryson QC J0X 1H0	314.40	0.00	314.40
11	Canada Brokerlink (Ontario) Inc.	101-3009 St. Joseph Blvd. Orleans ON K1E 1E1	78,106.68	0.00	78,106.68
12	Capital Master Roofing & Contracting	2102 St Laurent Blvd Ottawa ON K1G 1A9	13,563.50	0.00	13,563.50
13	City of Ottawa	Revenue Services, PO Box 4647 Station A Toronto ON M5W 0E7	48,931.37	0.00	48,931.37
14	Cowan Insurance Group Ltd	700-1420 Blair Place Ottawa ON K1J 9L8	1.00	0.00	1.00
15	CTM	73 rue Jean-Proulx Gatineau QC J8Z 1W2	276.85	0.00	276.85
16	Denis Vezina	1092 Candlewood Place Ottawa ON K4A 5E9	511.65	0.00	511.65
17	Dilfo Mechanical Limited	1481 Cryville Road Ottawa ON K1B 3L7	138,944.56	0.00	138,944.56
18	Dumont, Matthew	523-351-906 2265 E Craig Henry Drive Ottawa ON K2G 4B6	1.00	0.00	1.00
19	Enbridge	PO Box 680 Scarborough ON M1K 0A6	1.00	0.00	1.00
20	Fire-Alert Mobile Extinguishers	3809 St-Joseph, Unit #12 Orleans ON K4A 0Z8	240.91	0.00	240.91
21	Fotenn Consultants Inc	223 McLeod Street Ottawa ON K1B 3W2	1,819.53	0.00	1,819.53
22	GCM Consultants	Attn: Normand Thouin 9496, boulevard du Golf Montreal QC H1J 3A1	335,800.22	0.00	335,800.22

14-Feb-2020

Date

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

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Artiva Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
23	Genesys Greenhouse Supplies & Services	322 Townline St St. Williams ON N0E 1P0	40,555.19	0.00	40,555.19
24	Health Canada	Account Receivable P/L 1918B, Room 1804B, 161 Goldenrod Drwy	25,990.00	0.00	25,990.00
25	J.C. Robinson & Sons Ltd.	1726 Bank Street Ottawa ON K1V 7Y6	146.90	0.00	146.90
26	Kakunze, Regis	551-229-024 102 Esterbrook Dr. Orleans ON K1W 0A9	1.00	0.00	1.00
27	Lamarche Electric Inc	9374 County Road 17 Rockland ON K4K 1K9	628,947.00	0.00	628,947.00
28	Langendoen Mechanical Inc.	Attn: Phil Langendoen 1764 South Service Rd. St. Catherines ON L2R 6P9	136,598.22	0.00	136,598.22
29	Livewell Foods Canada Inc	179 Prom Du Portage, 3rd Floor Gatineau QC J8K 2K5	184,190.00	0.00	184,190.00
30	Lock Solutions Inc	954 St Laurent Blvd Ottawa ON K1K 3B3	517.83	0.00	517.83
31	McGee Fencing LTD.	4775 Bank Street Gloucester ON K1T 3W7	11,168.83	0.00	11,168.83
32	McKeown Contracting	2878 Stagecoach Road PO Box 296 Greely ON K4P 1N5	8,400.00	0.00	8,400.00
33	Nelson Water Inc.	248 Westbrook Road Ottawa ON K0A 1L0	1,195.05	0.00	1,195.05
34	OdorGone	4219 Garrett Road Drexel Hill PA 19026 USA	5,191.83	0.00	5,191.83
35	Ontario Ministry of Labour	400 University Ave #14 Toronto ON M7A 1T7	12,276.00	0.00	12,276.00
36	Orkin Canada	5840 Falbourne St. Mississauga ON L5R 4B5	2,397.24	0.00	2,397.24
37	Paladin Technologies	29 Antares Drive Ottawa ON K2E 7V2	26,479.32	0.00	26,479.32
38	Paul Boers Ltd.	3500 South Service Rd. Vineland Station ON L0R 2E0	143,882.63	0.00	143,882.63
39	Protect IP	6805 boul Thimens St-Laurent QC H4S 2C7	7,725.00	0.00	7,725.00
40	Ritchie Feed & Seed Inc.	1390 Windmill Lane Ottawa ON K1B 4V5	21,355.94	0.00	21,355.94
41	Sidhu, Gurnavinder	551-409-485 189 Dartmoor Cres. Waterloo ON N2K 3S8	1.00	0.00	1.00
42	Sun, Weijian	586-418-204 2 Hemlo Cres. Kanata ON K2T 1C7	1.00	0.00	1.00
43	Toromont CAT	3131 Highway 7 Concord ON L4K 5E1	6,492.52	0.00	6,492.52
44	Trudel, Jean Filipe	273-304-519 5208 Ramsayville Rd. Gloucester ON K1G 3N4	1.00	0.00	1.00

14-Feb-2020

Date

Seann Pol



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

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Artiva Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
45	Van's Pressure Cleaning LTD.	141 Bently Ave, Unit C, Ottawa ON K2E 6T7	36,088.44	0.00	36,088.44
46	Vezina, Denis	471-138-024 121 Livorno Court Orleans ON K4A 1J1	1.00	0.00	1.00
47	Waste Management	219 Labrador Drive Waterloo ON N2K 4M8	1.27	0.00	1.27
48	WSIB	200 Front Street West Toronto ON M5V 3J1	2,551.69	0.00	2,551.69
Total:			<b>1,963,441.24</b>	<b>0.00</b>	<b>1,963,441.24</b>

14-Feb-2020

Date

Seann Poli

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

## FORM 78 -- Continued

List "B"  
 Secured Creditors

Artiva Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Canada Revenue Agency (DTL)	750 Heron Rd., Ottawa ON K1V 2E4	877,212.00			0.00		877,212.00
2	FamilyLending.ca Inc.	(secured with Olypmia Trust) 136 St. Clair St., Chatham ON N7L 3J3	6,686,992.00			0.00		6,686,992.00
3	Royal Bank of Canada	90 Sparks St., Ottawa ON K1P 5T6	78,888.72			0.00		78,888.72
4	Vacation Payable to Former Employees		6,143.33			0.00		6,143.33
Total:			7,649,236.05			0.00	0.00	7,649,236.05

14-Feb-2020

Date

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TAB 5

TAB A

## ServiceOntario

[Main Menu](#) [New Enquiry](#)

## Enquiry Result

File Currency: 05NOV 2019


[Show All Pages](#)

All Pages



Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	742596138	1	4	1	11	13AUG 2022			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
742596138		001	1		20180813 0947 1590 6531	P PPSA	4		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
	Address			City	Province	Postal Code			
	1400-340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	INTERNATIONAL PROCESS PLANTS AND EQUIPMENT CORP.								
	Address			City	Province	Postal Code			
	410 PRINCETON-HIGHTSTOWN ROAD			PRINCETON JUNCTION	NJ	08550			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X	X	X				
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	THE EQUIPMENT DESCRIBED IN THE EQUIPMENT PURCHASE AGREEMENT DATED AUGUST 1, 2018, BETWEEN THE SECURED PARTY AS SELLER AND THE DEBTOR AS BUYER								
Registering Agent	Registering Agent								

	KELLY SANTINI LLP			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	160 ELGIN ST. SUITE 2401	OTTAWA	ON	K2P 2P7

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	748220841	2	4	2	11	08FEB 2020			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
748220841		001	1		20190208 1337 1590 9714	P PPSA	1		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400-340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	LIVEWELL CANADA INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400-340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	GENERAL SECURITY AGREEMENT								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	PERLEY-ROBERTSON (L. STASZKIEL)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400-340 ALBERT STREET				OTTAWA	ON	K1R 0A5		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>				
	748220841	2	4	3	11				
<b>FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule Attached</b>	<b>Registration Number</b>	<b>Registered Under</b>			
		001	1		20190213 1810 1590 0071				
<b>Record Referenced</b>	<b>File Number</b>	<b>Page Amended</b>	<b>No Specific Page Amended</b>	<b>Change Required</b>	<b>Renewal Years</b>	<b>Correct Period</b>			
	748220841			J OTHER					
<b>Reference Debtor/ Transferor</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>				
	<b>Business Debtor Name</b>								
	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
<b>Other Change</b>	<b>Other Change</b>								
	SUBORDINATION								
<b>Reason / Description</b>	<b>Reason / Description</b>								
	THIS REGISTRATION IS HEREBY SUBORDINATED TO REFERENCE FILE NUMBER 748302012 IN FAVOUR OF DOMINION CAPITAL LLC, AS AGENT.								
<b>Debtor/ Transferee</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Assignor Name</b>	<b>Assignor Name</b>								
<b>Secured Party</b>	<b>Secured party, lien claimant, assignee</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent or Secured Party/ Lien Claimant</b>								
	DENTONS CANADA LLP (AF/BZENG)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal</b>		



	77 KING STREET WEST, SUITE 400	TORONTO	ON	<b>Code</b> M5K 0A1
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END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	748302012	3	4	4	11	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
748302012		001	5		20190212 1705 1590 9978	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	LIVEWELL CANADA INC.								
	<b>Address</b>			<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
	<b>Address</b>			<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	DOMINION CAPITAL LLC								
	<b>Address</b>			<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
	256 WEST 38TH STREET, 15TH FLOOR			NEW YORK	NY	10018			
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DENTONS CANADA LLP (AF/BZENG)								
	<b>Address</b>			<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
	77 KING STREET WEST, SUITE 400			TORONTO	ON	M5K 0A1			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	3	4	5	11	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		002	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LIVEWELL FOODS CANADA INC.								
	Address			City	Province	Postal Code			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LIVEWELL FOODS QUEBEC INC.								
	Address			City	Province	Postal Code			
	179 PROMENADE DU PORTAGE, 3RD FLOOR			GATINEAU	QC	J8X 2K5			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	3	4	6	11	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		003	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALIMENTS LIVEWELL QUEBEC INC.								
	Address				City	Province	Postal Code		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LIVEWELL FOODS QUEBEC INC./ALIMENTS LIVEWELL QUEBEC INC.								
	Address				City	Province	Postal Code		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	3	4	7	11	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		004	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALIMENTS LIVEWELL QUEBEC INC./LIVEWELL FOODS QUEBEC INC.								
	Address			City	Province	Postal Code			
	179 PROMENADE DU PORTAGE, 3RD FLOOR			GATINEAU	QC	J8X 2K5			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	O-HEMP INC.								
	Address			City	Province	Postal Code			
	1275 LEEDS AVENUE, SUITE 900			OTTAWA	ON	K1B 3W2			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	748302012	3	4	8	11	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
748302012		005	5		20190212 1705 1590 9978				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	ARTIVA INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400 - 340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

<b>Type of Search</b>	Business Debtor						
<b>Search Conducted On</b>	VITALITY CBD NATURAL HEALTH PRODUCTS INC.						
<b>File Currency</b>	05NOV 2019						
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>		
	748302012	3	4	9	11		
<b>FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>							
	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule Attached</b>	<b>Registration Number</b>	<b>Registered Under</b>	
		001	1		20190213 1805 1590 0070		
<b>Record Referenced</b>	<b>File Number</b>	<b>Page Amended</b>	<b>No Specific Page Amended</b>	<b>Change Required</b>	<b>Renewal Years</b>	<b>Correct Period</b>	
	748302012		X	A AMNDMNT			
<b>Reference Debtor/ Transferor</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>		
	<b>Business Debtor Name</b>						
	LIVEWELL CANADA INC.						
<b>Other Change</b>	<b>Other Change</b>						
<b>Reason / Description</b>	<b>Reason / Description</b>						
	AMEND REGISTRATION TO REFLECT REVISED CAPACITY OF SECURED PARTY.						
<b>Debtor/ Transferee</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>	
	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>	
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>
<b>Assignor Name</b>	<b>Assignor Name</b>						
<b>Secured Party</b>	<b>Secured party, lien claimant, assignee</b>						
	DOMINION CAPITAL LLC, AS AGENT						
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	256 WEST 38TH STREET, 15TH FLOOR				NEW YORK	NY	10018
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>	
<b>General Collateral Description</b>	<b>General Collateral Description</b>						
<b>Registering Agent</b>	<b>Registering Agent or Secured Party/ Lien Claimant</b>						
	DENTONS CANADA LLP (AF/BZENG)						
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal</b>

	77 KING STREET WEST, SUITE 400	TORONTO	ON	<b>Code</b> M5K 0A1
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CONTINUED



Type of Search	Business Debtor								
Search Conducted On	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages				
	748302012	3	4	10	11				
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	Cautions Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	1		20190823 1017 1590 3717				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	748302012		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name		Initial	Surname					
	Business Debtor Name			LIVEWELL CANADA INC.					
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMEND REGISTRATION TO REFLECT CHANGE OF NAME OF LIVEWELL CANADA INC. TO EUREKA 93 INC.								
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname				
		Business Debtor Name			Ontario Corporation Number				
		EUREKA 93 INC.							
	Address			City	Province	Postal Code			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	DENTONS CANADA LLP (AF/BZENG)								
	Address			City		Province	Postal		

	77 KING STREET WEST, SUITE 400	TORONTO	ON	<b>Code</b> M5K 0A1
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END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	754450929	4	4	11	11	15AUG 2022			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
754450929		001	1		20190815 1209 1590 3196	P PPSA	3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
	Address				City	Province	Postal Code		
	1400-340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	PERLEY-ROBERTSON, HILL & MCDUGALL LLP								
	Address				City	Province	Postal Code		
	1400-340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	PERLEY-ROBERTSON (L. STASZKIEL)								
	Address				City	Province	Postal Code		
	1400-340 ALBERT STREET				OTTAWA	ON	K1R 0A5		

LAST PAGE

Note: All pages have been returned.

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**TAB B**

**PROPERTY DESCRIPTION:** PART LOT 27, CON 6RF GLOUCESTER AS IN N664829 AND N670666; S/T GL59248 AMENDED BY GL63494 ; S/T GL59249 AS AMENDED BY GL63494; GLOUCESTER;; CITY OF OTTAWA

**PROPERTY REMARKS:**

**ESTATE/QUALIFIER:**  
FEE SIMPLE  
LT CONVERSION QUALIFIED

**RECENTLY:**  
CONSOLIDATION FROM 04326-0269, 04326-0270

**PIN CREATION DATE:**  
2019/01/10

**OWNERS' NAMES**  
ARTIVA INC.

**CAPACITY SHARE**

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2019/01/10 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/10/25 **</p>						
GL59248	1958/03/19	TRANSFER EASEMENT			TRANS-CANADA PIPE LINES LIMITED	C
GL59249	1958/03/19	TRANSFER EASEMENT			TRANS-CANADA PIPE LINES LIMITED	C
GL59417	1958/04/25	DEED TRUST MORT			NATIONAL TRUST COMPANY	C
GL63494	1960/03/11	PLAN MISCELLANEOUS				C
GL63704	1960/04/21	DEED TRUST MORT			NATIONAL TRUST COMPANY	C
GL63925	1960/05/30	DEED TRUST MORT			NATIONAL TRUST COMPANY	C
GL72309	1963/05/07	DEED TRUST MORT			NATIONAL TRUST COMPANY	C
GL75634	1964/11/12	BYLAW				C
GL76603	1965/05/18	DEED TRUST MORT			NATIONAL TRUST COMPANY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
GL81578	1967/10/02	DEED TRUST MORT			NATIONAL TRUST COMPANY	C
CT154106	1972/06/20	DEED TRUST MORT			NATIONAL TRUST COMPANY LIMITED	C
CT170231	1973/04/17	SUP DEED TRST&MORT			NATIONAL TRUST COMPANY LIMITED	C
NS119426	1981/06/09	DEED TRUST MORT			NATIONAL TRUST COMPANY, LIMITED	C
NS145727	1982/03/19	SUP DEED TRST&MORT			NATIONAL TRUST COMPANY	C
NS153142	1982/06/14	SUP DEED TRST&MORT			NATIONAL TRUST COMPANY	C
N633735	1992/09/18	NOTICE				C
N759878	1998/03/12	NOTICE		NATIONAL TRUST COMPANY TRUSTEE		C
LT1239382	1999/10/27	TRANSFER	\$193,548	ABBOUD, MICHEL ABOUNEHME, JOSEPH ABOU NEHME, NAJIB	1019884 ONTARIO INC.	C
OC9674	2001/10/19	TRANSFER	\$240,000	WILLEMS, DAVID	1496013 ONTARIO INC.	C
OC1945390	2017/11/01	CHARGE	\$6,000,000	1496013 ONTARIO INC. 1019884 ONTARIO INC.	WAKELY, STEPHEN OLYMPIA TRUST COMPANY	C
OC1971291	2018/02/07	APL CH NAME OWNER		1496013 ONTARIO INC.	ARTIVA INC.	C
OC2054869	2018/11/15	APL CH NAME OWNER		1019884 ONTARIO INC.	ARTIVA INC.	C
OC2057606	2018/11/23	APL CONSOLIDATE		ARTIVA INC.		C
OC2061318	2018/12/05	TRANSFER OF CHARGE		WAKELY, STEPHEN	HINNEGAN, ALLAN TREVOR	C
		REMARKS: OC1945390. AS TO 79.67 SHARE OF OC1945390				
OC2078598	2019/02/15	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** POWERED SYNERGY INC.		
OC2085146	2019/03/18	CHARGE	\$48,000,000	ARTIVA INC.	DOMINION CAPITAL LLC	C
OC2085150	2019/03/18	NO ASSGN RENT GEN		ARTIVA INC.	DOMINION CAPITAL LLC	C
		REMARKS: OC2085146.				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
OC2087177	2019/03/27	APL DEL CONST LIEN		*** COMPLETELY DELETED *** POWERED SYNERGY INC.		
		REMARKS: OC2078598.				
OC2129454	2019/08/09	CONSTRUCTION LIEN	\$628,947	LAMARCHE ELECTRIC INC.		C
OC2138098	2019/08/30	CONSTRUCTION LIEN	\$26,479	PALADIN TECHNOLOGIES INC.		C
OC2138375	2019/08/30	TRANSFER OF CHARGE		HINNEGAN, ALLAN TREVOR	OLYMPIA TRUST COMPANY	C
		REMARKS: OC1945390.				
OC2146443	2019/09/25	CERTIFICATE		LAMARCHE ELECTRIC INC.		C
		REMARKS: OC2129454 - OF ACTION				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



**TAB 6**

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## Enquiry Result

File Currency: 05NOV 2019

All Pages ▾



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Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	EUREKA 93 INC								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	1	2	1	8	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		001	5		20190212 1705 1590 9978	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LIVEWELL CANADA INC.								
	Address				City	Province	Postal Code		
	1400 - 340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
	Address				City	Province	Postal Code		
	1400 - 340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
Secured Party	Secured Party / Lien Claimant								
	DOMINION CAPITAL LLC								
	Address				City	Province	Postal Code		
	256 WEST 38TH STREET, 15TH FLOOR				NEWYORK	NY	10018		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	DENTONS CANADA LLP (AF/BZENG)								

	Address	City	Province	Postal Code
	77 KING STREET WEST, SUITE 400	TORONTO	ON	M5K 0A1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	EUREKA 93 INC								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	1	2	2	8	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		002	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LIVEWELL FOODS CANADA INC.								
	Address			City	Province	Postal Code			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LIVEWELL FOODS QUEBEC INC.								
	Address			City	Province	Postal Code			
	179 PROMENADE DU PORTAGE, 3RD FLOOR			GATINEAU	QC	J8X 2K5			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	EUREKA 93 INC								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	1	2	3	8	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		003	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALIMENTS LIVEWELL QUEBEC INC.								
	Address				City	Province	Postal Code		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LIVEWELL FOODS QUEBEC INC./ALIMENTS LIVEWELL QUEBEC INC.								
	Address				City	Province	Postal Code		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	EUREKA 93 INC								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	1	2	4	8	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		004	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALIMENTS LIVEWELL QUEBEC INC./LIVEWELL FOODS QUEBEC INC.								
	Address				City	Province	Postal Code		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	O-HEMP INC.								
	Address				City	Province	Postal Code		
	1275 LEEDS AVENUE, SUITE 900				OTTAWA	ON	K1B 3W2		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	EUREKA 93 INC								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	1	2	5	8	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		005	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ARTIVA INC.								
	Address				City	Province	Postal Code		
	1400 - 340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	EUREKA 93 INC								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages				
	748302012	1	2	6	8				
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	1		20190213 1805 1590 0070				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	748302012		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name	Initial		Surname					
	Business Debtor Name LIVEWELL CANADA INC.								
Other Change	Other Change								
Reason / Description	Reason / Description AMEND REGISTRATION TO REFLECT REVISED CAPACITY OF SECURED PARTY.								
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname				
	Business Debtor Name								
	Address						Ontario Corporation Number		
	City			Province	Postal Code				
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee DOMINION CAPITAL LLC, AS AGENT								
	Address			City	Province	Postal Code			
	256 WEST 38TH STREET, 15TH FLOOR			NEW YORK	NY	10018			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant DENTONS CANADA LLP (AF/BZENG)								
	Address			City			Province	Postal	



	77 KING STREET WEST, SUITE 400	TORONTO	ON	<b>Code</b> M5K 0A1
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CONTINUED

Type of Search	Business Debtor								
Search Conducted On	EUREKA 93 INC								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages				
	748302012	1	2	7	8				
<b>FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	1		20190823 1017 1590 3717				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	748302012		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name	Initial	Surname						
	Business Debtor Name	LIVEWELL CANADA INC.							
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMEND REGISTRATION TO REFLECT CHANGE OF NAME OF LIVEWELL CANADA INC. TO EUREKA 93 INC.								
Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname					
	Business Debtor Name					Ontario Corporation Number			
	EUREKA 93 INC.								
	Address			City	Province	Postal Code			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model	V.I.N.					
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	DENTONS CANADA LLP (AF/BZENG)								
	Address			City	Province	Postal			

	77 KING STREET WEST, SUITE 400	TORONTO	ON	<b>Code</b> M5K 0A1
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END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	EUREKA 93 INC								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	754450956	2	2	8	8	15AUG 2022			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
754450956		001	1		20190815 1210 1590 3198	P PPSA	3		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	EUREKA 93 INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400-340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	PERLEY-ROBERTSON, HILL & MCDUGALL LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400-340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	PERLEY-ROBERTSON (L. STASZKIEL)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400-340 ALBERT STREET				OTTAWA	ON	K1R 0A5		

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**Enquiry Result**

File Currency: 05NOV 2019

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<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	LIVEWELL FOODS CANADA INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	748302012	1	1	1	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
748302012		001	5		20190212 1705 1590 9978	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	LIVEWELL CANADA INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400 - 340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400 - 340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	DOMINION CAPITAL LLC								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	256 WEST 38TH STREET, 15TH FLOOR				NEWYORK	NY	10018		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DENTONS CANADA LLP (AF/BZENG)								

	Address	City	Province	Postal Code
	77 KING STREET WEST, SUITE 400	TORONTO	ON	M5K 0A1

CONTINUED



<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	LIVEWELL FOODS CANADA INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	748302012	1	1	2	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
748302012		002	5		20190212 1705 1590 9978				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	LIVEWELL FOODS CANADA INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400 - 340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	LIVEWELL FOODS QUEBEC INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	LIVEWELL FOODS CANADA INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	1	1	3	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		003	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALIMENTS LIVEWELL QUEBEC INC.								
	Address				City	Province	Postal Code		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LIVEWELL FOODS QUEBEC INC./ALIMENTS LIVEWELL QUEBEC INC.								
	Address				City	Province	Postal Code		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	LIVEWELL FOODS CANADA INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	748302012	1	1	4	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
748302012		004	5		20190212 1705 1590 9978				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	ALIMENTS LIVEWELL QUEBEC INC./LIVEWELL FOODS QUEBEC INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	O-HEMP INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1275 LEEDS AVENUE, SUITE 900				OTTAWA	ON	K1B 3W2		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	LIVEWELL FOODS CANADA INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	748302012	1	1	5	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
748302012		005	5		20190212 1705 1590 9978				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	ARTIVA INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400 - 340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	LIVEWELL FOODS CANADA INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>				
	748302012	1	1	6	7				
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule Attached</b>	<b>Registration Number</b>	<b>Registered Under</b>			
		001	1		20190213 1805 1590 0070				
<b>Record Referenced</b>	<b>File Number</b>	<b>Page Amended</b>	<b>No Specific Page Amended</b>	<b>Change Required</b>	<b>Renewal Years</b>	<b>Correct Period</b>			
	748302012		X	A AMNDMNT					
<b>Reference Debtor/ Transferor</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>				
	<b>Business Debtor Name</b>								
	LIVEWELL CANADA INC.								
<b>Other Change</b>	<b>Other Change</b>								
<b>Reason / Description</b>	<b>Reason / Description</b>								
	AMEND REGISTRATION TO REFLECT REVISED CAPACITY OF SECURED PARTY.								
<b>Debtor/ Transferee</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Assignor Name</b>	<b>Assignor Name</b>								
<b>Secured Party</b>	<b>Secured party, lien claimant, assignee</b>								
	DOMINION CAPITAL LLC, AS AGENT								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	256 WEST 38TH STREET, 15TH FLOOR				NEW YORK	NY	10018		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>		<b>V.I.N.</b>		
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent or Secured Party/ Lien Claimant</b>								
	DENTONS CANADA LLP (AF/BZENG)								
	<b>Address</b>				<b>City</b>	<b>Province</b>			<b>Postal</b>

	77 KING STREET WEST, SUITE 400	TORONTO	ON	<b>Code</b> M5K 0A1
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CONTINUED

Type of Search	Business Debtor								
Search Conducted On	LIVEWELL FOODS CANADA INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages				
	748302012	1	1	7	7				
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	Cautious Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	1		20190823 1017 1590 3717				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	748302012		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name	Initial	Surname						
	Business Debtor Name	LIVEWELL CANADA INC.							
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMEND REGISTRATION TO REFLECT CHANGE OF NAME OF LIVEWELL CANADA INC. TO EUREKA 93 INC.								
Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname					
	Business Debtor Name						Ontario Corporation Number		
	EUREKA 93 INC.								
	Address			City	Province	Postal Code			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model		V.I.N.				
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	DENTONS CANADA LLP (AF/BZENG)								
	Address			City	Province	Postal			

	77 KING STREET WEST, SUITE 400	TORONTO	ON	<b>Code</b> M5K 0A1
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## Enquiry Result

File Currency: 05NOV 2019



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Type of Search	Business Debtor								
Search Conducted On	ARTIVA INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	1	1	1	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		001	5		20190212 1705 1590 9978	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LIVEWELL CANADA INC.								
	Address			City	Province	Postal Code			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	VITALITY CBD NATURAL HEALTH PRODUCTS INC.								
	Address			City	Province	Postal Code			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
Secured Party	Secured Party / Lien Claimant								
	DOMINION CAPITAL LLC								
	Address			City	Province	Postal Code			
	256 WEST 38TH STREET, 15TH FLOOR			NEW YORK	NY	10018			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	DENTONS CANADA LLP (AF/BZENG)								

	Address	City	Province	Postal Code
	77 KING STREET WEST, SUITE 400	TORONTO	ON	M5K 0A1

CONTINUED

<b>Type of Search</b>	Business Debtor.								
<b>Search Conducted On</b>	ARTIVA INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	748302012	1	1	2	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
748302012		002	5		20190212 1705 1590 9978				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	LIVEWELL FOODS CANADA INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1400 - 340 ALBERT STREET				OTTAWA	ON	K1R 0A5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	LIVEWELL FOODS QUEBEC INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	ARTIVA INC.								
<b>File Currency</b>	05NOV 2019								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	748302012	1	1	3	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
748302012		003	5		20190212 1705 1590 9978				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	ALIMENTS LIVEWELL QUEBEC INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	LIVEWELL FOODS QUEBEC INC./ALIMENTS LIVEWELL QUEBEC INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ARTIVA INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	1	1	4	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		004	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALIMENTS LIVEWELL QUEBEC INC./LIVEWELL FOODS QUEBEC INC.								
	Address				City	Province	Postal Code		
	179 PROMENADE DU PORTAGE, 3RD FLOOR				GATINEAU	QC	J8X 2K5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	O-HEMP INC.								
	Address				City	Province	Postal Code		
	1275 LEEDS AVENUE, SUITE 900				OTTAWA	ON	K1B 3W2		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ARTIVA INC.								
File Currency	05NOV 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748302012	1	1	5	7	12FEB 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748302012		005	5		20190212 1705 1590 9978				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ARTIVA INC.								
	Address			City	Province	Postal Code			
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	ARTIVA INC.					
File Currency	05NOV 2019					
	File Number	Family	of Families	Page	of Pages	
	748302012	1	1	6	7	
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>						
	Cautious Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20190213 1805 1590 0070	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	748302012		X	A AMNDMNT		
Reference Debtor/ Transferor	First Given Name	Initial		Surname		
	<b>Business Debtor Name</b> LIVEWELL CANADA INC.					
Other Change	Other Change					
Reason / Description	Reason / Description AMEND REGISTRATION TO REFLECT REVISED CAPACITY OF SECURED PARTY.					
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname	
	<b>Business Debtor Name</b>					
	Address				City	Province Postal Code
Assignor Name	Assignor Name					
Secured Party	Secured party, lien claimant, assignee DOMINION CAPITAL LLC, AS AGENT					
	Address			City	Province	Postal Code
	256 WEST 38TH STREET, 15TH FLOOR			NEW YORK	NY	10018
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included
Motor Vehicle Description	Year	Make		Model	V.I.N.	
General Collateral Description	General Collateral Description					
Registering Agent	Registering Agent or Secured Party/ Lien Claimant DENTONS CANADA LLP (AF/BZENG)					
	Address			City	Province	Postal



	77 KING STREET WEST, SUITE 400	TORONTO	ON	<b>Code</b> M5K 0A1
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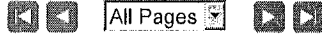
Type of Search	Business Debtor					
Search Conducted On	ARTIVA INC.					
File Currency	05NOV 2019					
	File Number	Family	of Families	Page	of Pages	
	748302012	1	1	7	7	
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>						
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
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Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	748302012		X	A AMNDMNT		
Reference Debtor/ Transferor	First Given Name	Initial		Surname		
	<b>Business Debtor Name</b> LIVEWELL CANADA INC.					
Other Change	Other Change					
Reason / Description	Reason / Description AMEND REGISTRATION TO REFLECT CHANGE OF NAME OF LIVEWELL CANADA INC. TO EUREKA 93 INC.					
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname	
	<b>Business Debtor Name</b> EUREKA 93 INC.					
	Address			City	Province	Postal Code
	1400 - 340 ALBERT STREET			OTTAWA	ON	K1R 0A5
Assignor Name	Assignor Name					
Secured Party	Secured party, lien claimant, assignee					
	Address			City	Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included
						Amount
						Date of Maturity or
						No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model	V.I.N.	
General Collateral Description	General Collateral Description					
Registering Agent	Registering Agent or Secured Party/ Lien Claimant DENTONS CANADA LLP (AF/BZENG)					
	Address			City	Province	Postal

	77 KING STREET WEST, SUITE 400	TORONTO	ON	Code M5K 0A1
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LAST PAGE

**Note: All pages have been returned.**

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TAB 9

**NOTICE OF INTENTION TO DISPOSE OF COLLATERAL**  
(Pursuant to Section 63 of the *Personal Property Security Act* R.S.O. 1990, c. P.10)

**To: Those Persons Listed in Exhibit "A" attached hereto**

**TAKE NOTICE THAT:**

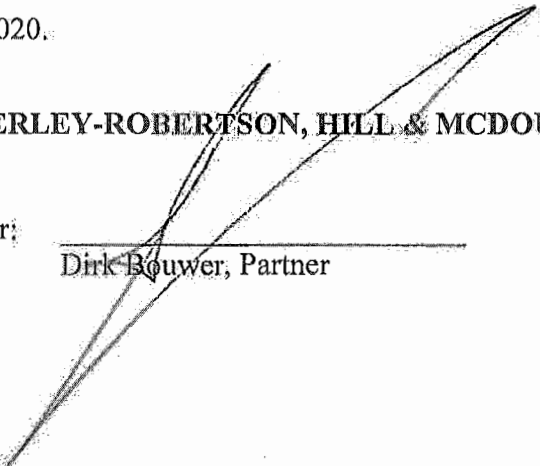
1. Default has been made in the payment of monies secured by the security interest provisions contained in section 24 of an engagement letter dated October 8, 2018 (the "Security") executed by EUREKA 93 INC., FORMERLY KNOWN AS LIVEWELL CANADA INC. (the "Debtor") in favour of PERLEY-ROBERTSON, HILL & MCDOUGALL LLP/S.R.L. (the "Secured Party").
2. Under the Security, the Debtor granted to the Secured Party a general and continuing security interest in all of the Debtor's present and after acquired personal property including, without limitation, the personal property listed on Exhibit "B" attached hereto (the "Collateral"), as security for any and all amounts due and owing by the Debtor to the Secured Party.
3. The total amount of indebtedness required to satisfy the obligations secured by the Security is **THREE HUNDRED AND SIXTY-FOUR THOUSAND, EIGHT HUNDRED AND FORTY-TWO DOLLARS AND SEVENTEEN CENTS (CDN\$364,842.17)**, together with prejudgment interest at a rate of Two Per Cent (2%) in accordance with the Courts of Justice Act, R.S.O. 1990, c. C.43 calculated up to September 30, 2019, in the additional amount of \$2,899.51, and post-judgment interest at a rate of Three Per Cent (3%) calculated for the period commencing October 1, 2019, up to February 12, 2020, in the additional amount of \$4,018.26. Estimated realization expenses of the Secured Party are an additional \$25,000.00, which includes the estimated charges to be incurred by the Secured Party in retaking, holding, repairing, processing and preparing for disposition and disposing of the Collateral.
4. Upon payment of the aforesaid sums, together with the additional interest accrued and the expenses actually incurred to the date of payment, you may redeem the Collateral as it exists on the date of payment. Unless those sums are paid, the Collateral will be disposed of and the Debtor will be liable for any deficiency. This notice constitutes a demand to pay.
5. Upon receipt of payment, the payor will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Security.
6. Unless the Collateral is first redeemed, the Collateral will be disposed of by private sale, public sale or otherwise, after the 1<sup>st</sup> day of March, 2020.
7. The Secured Party reserves the right to dispose of any or all of the Collateral prior to the expiry of this Notice in any circumstances where the *Personal Property Security Act* (Ontario) permits a disposition without notice.

[Signature page follows on next page]

DATED at Ottawa this 12<sup>th</sup> day of February, 2020.

**PERLEY-ROBERTSON, HILL & MCDOUGALL LLP**

Per:

  
\_\_\_\_\_  
Dirk Bouwer, Partner

**EXHIBIT A****PARTIES**

1. **EUREKA 93 INC.**  
5208 Ramsayville Road  
Ottawa, Ontario K1G 3N4
2. **ACENZIA INC.**  
1580 Rossi Drive  
Tecumseh, Ontario N9A 6J3
3. **DOMINION CAPITAL LLC**  
256 West 38<sup>th</sup> Street, 15<sup>th</sup> Floor  
New York, New York 10018

**EXHIBIT B**

All shares owned by the Debtor in the following subsidiary corporations (collectively referred to as the "Subsidiaries"):

1. **Acenzia Inc.;**
2. **LiveWell Foods Canada Inc.;**
3. **Mercal Capital Corp.; and**
4. **Vitality CBD Natural Health Products Inc.**

The corporate minute books for all of the Subsidiaries listed above are in the possession of the Secured Party.



**TAB 10**

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](mailto: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](mailto: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: <sup>DocuSigned by:</sup> Jean-Marie Laprise  
F141CC9E512423... Jean-Marie Laprise  
[Name]

[Address] 7359 Maple Line  
RR#1  
Pain Court ON, N0P 1Z0

<sup>DocuSigned by:</sup> Fraser Genge  
W110888E4A9...  
Name (print): Fraser Genge

<sup>DocuSigned by:</sup> David Van Segbrook  
F115A8BA41014A5...  
David Van Segbrook

<sup>DocuSigned by:</sup> Fraser Genge  
W110888E4A9...  
Name (print): Fraser Genge

<sup>DocuSigned by:</sup> Donna Van Segbrook  
F115A8BA41014A5...  
Donna Van Segbrook



**SCHEDULE A**  
**First Day Order**

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

THE HONOURABLE M ) [DAY]DAY, THE [DATE]  
JUSTICE [NAME] ) DAY OF [MONTH], 2020

Estate Number: [Number]  
Court File No.: [Number]

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: [Number]  
Court File No.: [Number]

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: [Number]  
Court File No.: [Number]

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: [Number]  
Court File No.: [Number]

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

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 this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of [Name] sworn [Date] 2019 and 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], in its capacity as the proposal trustee (the “**Proposal Trustee**”) and counsel for [Name], 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: [Number]  
Court File No.: [Number]

**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: [Number]  
Court File No.: [Number]

**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: [Number]  
Court File No.: [Number]

**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: [Number]  
Court File No.: [Number]

**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**

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 [Number] and court file number [Number]) 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 [Date] November 2019 (the “Credit Agreement”) between the Debtors and [Name] (the “Interim Lenders”) borrow from the Interim Lenders and 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 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 DIP Charge shall have the priority set out in paragraphs [Number] and [Number].

8. **THIS COURT ORDERS AND DECLARES** that the Interim Lender 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).

Second – Interim Lending Charge.

10. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge 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 the prior written consent of the Proposal Trustee, the Interim Lenders and the beneficiaries of the Administration Charge or an Order of this Court.

13. **THIS COURT ORDERS** that the Charges, the the Credit Agreement, the other Credit Documents 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 [Date] 2020.

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**SCHEDULE B**  
**Cashflow Projections**



Orange County, CA - Annual Balance Sheet as of 02/03/2020

Entity: B3 Inc., Arriba Inc., United Food Products Inc., and United CSD Natural Health Products Inc.

Consolidated Financial Statements of Cash Flow

For the 12 Month Period Ending February 29, 2020

Account	12/31/19	1/31/20	2/28/20	3/31/20	4/30/20	5/31/20	6/30/20	7/31/20	8/31/20	9/30/20	10/31/20	11/30/20	12/31/20	1/31/21	2/28/21	3/31/21	4/30/21	5/31/21	6/30/21	7/31/21	8/31/21	9/30/21	10/31/21	11/30/21	12/31/21	1/31/22	2/28/22	3/31/22	4/30/22	5/31/22	6/30/22	Total		
<b>Assets</b>																																		
Cash	2,300,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,300,000	
Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Inventory	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Liabilities</b>																																		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Equity</b>																																		
Common Stock	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retained Earnings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accumulated Other Comprehensive Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>2,300,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

The above financial statements were prepared in accordance with the accounting principles generally accepted in Canada and are presented in Canadian dollars.

United Food Products Inc., Arriba Inc., and United CSD Natural Health Products Inc.

and sign as a partner or officer of the company.

*Seann Polk*

February 3, 2020







Utility One Natural Health Products Inc.  
 Forecast Statement of Cash Flow  
 For the 12 Month Period Ending 31st March 2020

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
	2019-01-01	2019-02-01	2019-03-01	2019-04-01	2019-05-01	2019-06-01	2019-07-01	2019-08-01	2019-09-01	2019-10-01	2019-11-01	2019-12-01	2020-01-01	2020-02-01	2020-03-01	2020-04-01	2020-05-01	2020-06-01	2020-07-01	2020-08-01	2020-09-01	2020-10-01	2020-11-01	2020-12-01	2021-01-01	2021-02-01	2021-03-01	2021-04-01	2021-05-01	2021-06-01	2021-07-01	2021-08-01	2021-09-01	2021-10-01	2021-11-01	2021-12-01	2022-01-01	2022-02-01	2022-03-01	2022-04-01	2022-05-01	2022-06-01	2022-07-01	2022-08-01	2022-09-01	2022-10-01	2022-11-01	2022-12-01	2023-01-01	2023-02-01	2023-03-01	2023-04-01	2023-05-01	2023-06-01	2023-07-01	2023-08-01	2023-09-01	2023-10-01	2023-11-01	2023-12-01	2024-01-01	2024-02-01	2024-03-01	2024-04-01	2024-05-01	2024-06-01	2024-07-01	2024-08-01	2024-09-01	2024-10-01	2024-11-01	2024-12-01	2025-01-01	2025-02-01	2025-03-01	2025-04-01	2025-05-01	2025-06-01	2025-07-01	2025-08-01	2025-09-01	2025-10-01	2025-11-01	2025-12-01	2026-01-01	2026-02-01	2026-03-01	2026-04-01	2026-05-01	2026-06-01	2026-07-01	2026-08-01	2026-09-01	2026-10-01	2026-11-01	2026-12-01	2027-01-01	2027-02-01	2027-03-01	2027-04-01	2027-05-01	2027-06-01	2027-07-01	2027-08-01	2027-09-01	2027-10-01	2027-11-01	2027-12-01	2028-01-01	2028-02-01	2028-03-01	2028-04-01	2028-05-01	2028-06-01	2028-07-01	2028-08-01	2028-09-01	2028-10-01	2028-11-01	2028-12-01	2029-01-01	2029-02-01	2029-03-01	2029-04-01	2029-05-01	2029-06-01	2029-07-01	2029-08-01	2029-09-01	2029-10-01	2029-11-01	2029-12-01	2030-01-01	2030-02-01	2030-03-01	2030-04-01	2030-05-01	2030-06-01	2030-07-01	2030-08-01	2030-09-01	2030-10-01	2030-11-01	2030-12-01	2031-01-01	2031-02-01	2031-03-01	2031-04-01	2031-05-01	2031-06-01	2031-07-01	2031-08-01	2031-09-01	2031-10-01	2031-11-01	2031-12-01	2032-01-01	2032-02-01	2032-03-01	2032-04-01	2032-05-01	2032-06-01	2032-07-01	2032-08-01	2032-09-01	2032-10-01	2032-11-01	2032-12-01	2033-01-01	2033-02-01	2033-03-01	2033-04-01	2033-05-01	2033-06-01	2033-07-01	2033-08-01	2033-09-01	2033-10-01	2033-11-01	2033-12-01	2034-01-01	2034-02-01	2034-03-01	2034-04-01	2034-05-01	2034-06-01	2034-07-01	2034-08-01	2034-09-01	2034-10-01	2034-11-01	2034-12-01	2035-01-01	2035-02-01	2035-03-01	2035-04-01	2035-05-01	2035-06-01	2035-07-01	2035-08-01	2035-09-01	2035-10-01	2035-11-01	2035-12-01	2036-01-01	2036-02-01	2036-03-01	2036-04-01	2036-05-01	2036-06-01	2036-07-01	2036-08-01	2036-09-01	2036-10-01	2036-11-01	2036-12-01	2037-01-01	2037-02-01	2037-03-01	2037-04-01	2037-05-01	2037-06-01	2037-07-01	2037-08-01	2037-09-01	2037-10-01	2037-11-01	2037-12-01	2038-01-01	2038-02-01	2038-03-01	2038-04-01	2038-05-01	2038-06-01	2038-07-01	2038-08-01	2038-09-01	2038-10-01	2038-11-01	2038-12-01	2039-01-01	2039-02-01	2039-03-01	2039-04-01	2039-05-01	2039-06-01	2039-07-01	2039-08-01	2039-09-01	2039-10-01	2039-11-01	2039-12-01	2040-01-01	2040-02-01	2040-03-01	2040-04-01	2040-05-01	2040-06-01	2040-07-01	2040-08-01	2040-09-01	2040-10-01	2040-11-01	2040-12-01	2041-01-01	2041-02-01	2041-03-01	2041-04-01	2041-05-01	2041-06-01	2041-07-01	2041-08-01	2041-09-01	2041-10-01	2041-11-01	2041-12-01	2042-01-01	2042-02-01	2042-03-01	2042-04-01	2042-05-01	2042-06-01	2042-07-01	2042-08-01	2042-09-01	2042-10-01	2042-11-01	2042-12-01	2043-01-01	2043-02-01	2043-03-01	2043-04-01	2043-05-01	2043-06-01	2043-07-01	2043-08-01	2043-09-01	2043-10-01	2043-11-01	2043-12-01	2044-01-01	2044-02-01	2044-03-01	2044-04-01	2044-05-01	2044-06-01	2044-07-01	2044-08-01	2044-09-01	2044-10-01	2044-11-01	2044-12-01	2045-01-01	2045-02-01	2045-03-01	2045-04-01	2045-05-01	2045-06-01	2045-07-01	2045-08-01	2045-09-01	2045-10-01	2045-11-01	2045-12-01	2046-01-01	2046-02-01	2046-03-01	2046-04-01	2046-05-01	2046-06-01	2046-07-01	2046-08-01	2046-09-01	2046-10-01	2046-11-01	2046-12-01	2047-01-01	2047-02-01	2047-03-01	2047-04-01	2047-05-01	2047-06-01	2047-07-01	2047-08-01	2047-09-01	2047-10-01	2047-11-01	2047-12-01	2048-01-01	2048-02-01	2048-03-01	2048-04-01	2048-05-01	2048-06-01	2048-07-01	2048-08-01	2048-09-01	2048-10-01	2048-11-01	2048-12-01	2049-01-01	2049-02-01	2049-03-01	2049-04-01	2049-05-01	2049-06-01	2049-07-01	2049-08-01	2049-09-01	2049-10-01	2049-11-01	2049-12-01	2050-01-01	2050-02-01	2050-03-01	2050-04-01	2050-05-01	2050-06-01	2050-07-01	2050-08-01	2050-09-01	2050-10-01	2050-11-01	2050-12-01	2051-01-01	2051-02-01	2051-03-01	2051-04-01	2051-05-01	2051-06-01	2051-07-01	2051-08-01	2051-09-01	2051-10-01	2051-11-01	2051-12-01	2052-01-01	2052-02-01	2052-03-01	2052-04-01	2052-05-01	2052-06-01	2052-07-01	2052-08-01	2052-09-01	2052-10-01	2052-11-01	2052-12-01	2053-01-01	2053-02-01	2053-03-01	2053-04-01	2053-05-01	2053-06-01	2053-07-01	2053-08-01	2053-09-01	2053-10-01	2053-11-01	2053-12-01	2054-01-01	2054-02-01	2054-03-01	2054-04-01	2054-05-01	2054-06-01	2054-07-01	2054-08-01	2054-09-01	2054-10-01	2054-11-01	2054-12-01	2055-01-01	2055-02-01	2055-03-01	2055-04-01	2055-05-01	2055-06-01	2055-07-01	2055-08-01	2055-09-01	2055-10-01	2055-11-01	2055-12-01	2056-01-01	2056-02-01	2056-03-01	2056-04-01	2056-05-01	2056-06-01	2056-07-01	2056-08-01	2056-09-01	2056-10-01	2056-11-01	2056-12-01	2057-01-01	2057-02-01	2057-03-01	2057-04-01	2057-05-01	2057-06-01	2057-07-01	2057-08-01	2057-09-01	2057-10-01	2057-11-01	2057-12-01	2058-01-01	2058-02-01	2058-03-01	2058-04-01	2058-05-01	2058-06-01	2058-07-01	2058-08-01	2058-09-01	2058-10-01	2058-11-01	2058-12-01	2059-01-01	2059-02-01	2059-03-01	2059-04-01	2059-05-01	2059-06-01	2059-07-01	2059-08-01	2059-09-01	2059-10-01	2059-11-01	2059-12-01	2060-01-01	2060-02-01	2060-03-01	2060-04-01	2060-05-01	2060-06-01	2060-07-01	2060-08-01	2060-09-01	2060-10-01	2060-11-01	2060-12-01	2061-01-01	2061-02-01	2061-03-01	2061-04-01	2061-05-01	2061-06-01	2061-07-01	2061-08-01	2061-09-01	2061-10-01	2061-11-01	2061-12-01	2062-01-01	2062-02-01	2062-03-01	2062-04-01	2062-05-01	2062-06-01	2062-07-01	2062-08-01	2062-09-01	2062-10-01	2062-11-01	2062-12-01	2063-01-01	2063-02-01	2063-03-01	2063-04-01	2063-05-01	2063-06-01	2063-07-01	2063-08-01	2063-09-01	2063-10-01	2063-11-01	2063-12-01	2064-01-01	2064-02-01	2064-03-01	2064-04-01	2064-05-01	2064-06-01	2064-07-01	2064-08-01	2064-09-01	2064-10-01	2064-11-01	2064-12-01	2065-01-01	2065-02-01	2065-03-01	2065-04-01	2065-05-01	2065-06-01	2065-07-01	2065-08-01	2065-09-01	2065-10-01	2065-11-01	2065-12-01	2066-01-01	2066-02-01	2066-03-01	2066-04-01	2066-05-01	2066-06-01	2066-07-01	2066-08-01	2066-09-01	2066-10-01	2066-11-01	2066-12-01	2067-01-01	2067-02-01	2067-03-01	2067-04-01	2067-05-01	2067-06-01	2067-07-01	2067-08-01	2067-09-01	2067-10-01	2067-11-01	2067-12-01	2068-01-01	2068-02-01	2068-03-01	2068-04-01	2068-05-01	2068-06-01	2068-07-01	2068-08-01	2068-09-01	2068-10-01	2068-11-01	2068-12-01	2069-01-01	2069-02-01	2069-03-01	2069-04-01	2069-05-01	2069-06-01	2069-07-01	2069-08-01	2069-09-01	2069-10-01	2069-11-01	2069-12-01	2070-01-01	2070-02-01	2070-03-01	2070-04-01	2070-05-01	2070-06-01	2070-07-01	2070-08-01	2070-09-01	2070-10-01	2070-11-01	2070-12-01	2071-01-01	2071-02-01	2071-03-01	2071-04-01	2071-05-01	2071-06-01	2071-07-01	2071-08-01	2071-09-01	2071-10-01	2071-11-01	2071-12-01	2072-01-01	2072-02-01	2072-03-01	2072-04-01	2072-05-01	2072-06-01	2072-07-01	2072-08-01	2072-09-01	2072-10-01	2072-11-01	2072-12-01	2073-01-01	2073-02-01	2073-03-01	2073-04-01	2073-05-01	2073-06-01	2073-07-01	2073-08-01	2073-09-01	2073-10-01	2073-11-01	2073-12-01	2074-01-01	2074-02-01	2074-03-01	2074-04-01	2074-05-01	2074-06-01	2074-07-01	2074-08-01	2074-09-01	2074-10-01	2074-11-01	2074-12-01	2075-01-01	2075-02-01	2075-03-01	2075-04-01	2075-05-01	2075-06-01	2075-07-01	2075-08-01	2075-09-01	2075-10-01	2075-11-01	2075-12-01	2076-01-01	2076-02-01	2076-03-01	2076-04-01	2076-05-01	2076-06-01	2076-07-01	2076-08-01	2076-09-01	2076-10-01	2076-11-01	2076-12-01	2077-01-01	2077-02-01	2077-03-01	2077-04-01	2077-05-01	2077-06-01	2077-07-01	2077-08-01	2077-09-01	2077-10-01	2077-11-01	2077-12-01	2078-01-01

**SCHEDULE C**

**Capex**

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

Week Ending	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
<b>Capital Expenditure [Cap Ex] Disbursements</b>													
<b>GREENHOUSES - MOTHERS &amp; CLONES</b>													
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
<b>GENERAL SUPPORT AREAS</b>													
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
<b>Total Cap Ex Disbursements</b>	-	<b>295,163</b>	<b>91,109</b>	<b>70,359</b>	<b>69,322</b>	<b>6,609</b>	<b>6,609</b>	<b>28,822</b>	<b>6,609</b>	<b>6,609</b>	<b>6,609</b>	<b>6,609</b>	<b>594,431</b>

	TOTAL	Per week	1st 12 Wks	2nd 14 Wks
<b>GREENHOUSES - MOTHERS &amp; CLONES</b>				
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
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>
<b>GENERAL SUPPORT AREAS</b>				
Equipment for Bathrooms Lockers, Kitchen, Office Etc	F	20,000		20,000
HVAC		37,000		37,000
Labor		78,000	5,200	57,200
Permits		80,000		66,640
			<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

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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/Court File No.: 33-2618511

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

Estate Number/Court File No.: 33-2618512

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/Court File No.: 33-2618510

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

Estate Number/Court File No.: 33-2618513

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

(PROCEEDING COMMENCED AT OTTAWA)

**EUREKA 93 DOCUMENTS: POLI AFFIDAVIT**

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Lawyers for the Debtors