

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**BANK OF MONTREAL**

Applicant

- and -

**SERENDIPITY MEDIA LTD.**

**AND THE ENTITIES LISTED AT SCHEDULE "A"**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE  
*BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED, AND  
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C.43, AS  
AMENDED**

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**APPLICATION RECORD**

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**December 22, 2023**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West  
Suite 5800  
Toronto Ontario  
M5H 3S1, Canada

**Jeffrey C. Carhart      LSO#: 23645M**

Email:    jcarhart@millerthomson.com

Tel:        416.595.8615

**Patrick Corney**                      **LSO#: 65462N**  
Email:     pcorney@millerthomson.com  
Tel:        416.595.8555

Lawyers for the Applicant, Bank of Montreal

**TO: SERVICE LIST**

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# **TAB 1**

## **Notice of Application**

**(returnable January 3, 2024)**



Court File No. \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**BANK OF MONTREAL**

Applicant

- and -

**SERENDIPITY MEDIA LTD.**

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SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS  
AMENDED**

**NOTICE OF APPLICATION**

**TO THE RESPONDENT**

**A LEGAL PROCEEDING HAS BEEN COMMENCED** by the applicant. The claim made by the applicant appears on the following page.

**THIS APPLICATION** will come on for a hearing

- In person
- By telephone conference
- By video conference

at the following location: Video conference details to be uploaded to CaseLines.

**On January 3, 2024, at 11:00 A.M.**

**IF YOU WISH TO OPPOSE THIS APPLICATION**, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

**IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION**, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

**IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Dated: \_\_\_\_\_

Issued by: \_\_\_\_\_  
Local Registrar

Address of court office

Ontario Superior Court of Justice  
(Commercial List)  
330 University Avenue  
Toronto, ON M5G 1R8

**TO: THE SERVICE LIST**

## APPLICATION

1. The Applicant makes an application for:
  - (a) a receivership order pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (“**BIA**”) and section 101 of the *Courts of Justice Act*, RSO 1990, c C43 (“**CJA**”), substantially in the form of the draft order included at Tab “3” of the application record (the “**Receivership Order**”), which, *inter alia*, appoints Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of the undertaking and personal property of Serendipity Media Ltd. (“**Serendipity**”) listed at Schedule “B” hereto, and all of the assets, undertakings and properties of the guarantor entities listed at Schedule “A” hereto (collectively, the “**Guarantors**”, and together with Serendipity, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors (the “**Property**”);
  - (b) costs of this application; and
  - (c) such further and other relief as this Honourable Court may deem just.
2. The grounds for the application are:
  - A. The Parties**
    - (d) Bank of Montreal (“**BMO**” or the “**Bank**”) is a Schedule I bank and has provided significant liquidity to the Debtors.



- (e) Serendipity is a corporation incorporated pursuant to the laws of Alberta, with its registered office at 763 Hawkside Mews NW, Calgary, Alberta, T3G 3S2.
- (f) The Guarantors are corporations incorporated pursuant to the laws of Alberta, Manitoba or Ontario, and are subsidiaries of Serendipity.
- (g) The Debtors are film and television production companies, in the media production and distribution business, and are debtors of the Bank.
- (h) The Debtors carry on business in Alberta, Manitoba and/or Ontario.
- (i) The Debtors have consented to (a) the appointment of a receiver and to the form of appointment Order being sought; and (b) this proceeding being heard before the Ontario Superior Court of Justice (Commercial List).
- (j) Certain subsidiaries and affiliates of Serendipity have received loans from other lenders, which loans may have been guaranteed, in whole or in part, by Serendipity (the “**Additional Lenders**”).
- (k) The Bank has engaged with the Additional Lenders and the form of the Receivership Order has been drafted with their input.

**B. The Indebtedness and Security**

- (l) In order to finance the Debtors’ production of films and television series, Serendipity obtained from the Bank a demand revolving facility in the amount of CDN \$20,000,000 (the “**Revolving Facility**”), pursuant to an offer letter dated August 23, 2022 (the “**Offer Letter**”). As of December 8, 2023, \$19,900,163.27 is

due and payable under the Offer Letter, inclusive of interest and legal fees (the “**Outstanding Indebtedness**”).

- (m) The Guarantors have guaranteed Serendipity’s obligations under the Offer Letter.
- (n) The Guarantors are co-borrowers under the Offer Letter pursuant to joinder agreements.
- (o) As security for the Outstanding Indebtedness, the Bank holds:
  - (1) A security interest in various undertakings and personal property of Serendipity, including all of Serendipity’s rights in the feature films and television projects created by the Guarantors, and certain tax credit receivables, pursuant to a Production Security Agreement dated October 5, 2022 (the “**PSA**”); and
  - (2) A security interest in the present and after-acquired personal property of each of the Guarantors (excluding consumer goods), pursuant to identical general security agreements (each, a “**GSA**”).
- (p) The Bank’s security interests overlap with only two other parties, regarding only two Guarantors:
  - (1) with respect to the Guarantor ADV: PR 3 MB. Ltd. (“**ADV**”), OLD KENT ROAD FINANCIAL LOAN ADMINCO LTD. appears to have a security interest registered ahead of the Bank’s, in both Alberta and Manitoba,

against ADV at the address 763 Hawkside Mews NW, Calgary, Alberta, Canada, T3G 3S2; and

- (2) with respect to the Guarantor Transformative CEOs 4 MB. Ltd. (“**CEOs 4**”), WORKERBEE.TV, INC. appears to have a security interest registered behind that of the Bank's, against CEOs 4 at the address 260005 Mountain Ridge Place, Rocky View County, Alberta, T4C 2Y1.

**C. Defaults**

- (q) Serendipity is in default under the Offer Letter. Serendipity’s defaults include:

- (1) failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- (2) failure to pay interest when due and owing on October 1, 2023;
- (3) failure to pay interest when due and owing on November 1, 2023;
- (4) failure to pay interest when due and owing on December 1, 2023; and
- (5) receipt of a garnishment notice from the Government of Alberta dated October 12, 2023, in respect of \$120,664.96 said to be owing under the *Alberta Corporate Tax Act* (Alberta) (collectively, the “**Defaults**”).

- (r) The Defaults are continuing and have not been cured.

**D. Demands and Notices Of Intention To Enforce Security**

- (s) The Bank sent two (2) written notices of default to Serendipity: the first on October 27, 2023 and the second on November 7, 2023.
- (t) On December 8, 2023, the Bank sent to each of the Debtors a demand for payment and a Notice of Intention to Enforce Security (“NITES”) pursuant to s. 244 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (“BIA”).
- (u) Despite demand and sufficient time, the Debtors have failed to repay the Outstanding Indebtedness.

**E. It is Just or Convenient to Appoint Deloitte as Receiver**

- (v) The appointment of Deloitte as Receiver is just or convenient in the circumstances of this case:
  - (1) Serendipity and the Guarantors have consented to the appointment of a receiver and to the proposed Receivership Order in the form included at Tab 3 of the Application Record;
  - (2) notwithstanding the issuance of the demands and the NITES, the Outstanding Indebtedness has not been repaid;
  - (3) each of the PSA and GSA contain the contractual entitlement to appoint a receiver upon default;

- (4) a Court-appointed receiver will ensure that the interests of all of the Debtors' stakeholders are considered and facilitate the orderly management of the Debtors' business while their assets are realized upon;
- (5) the statutory notice period under the BIA has expired;
- (6) Deloitte is a licensed insolvency trustee and has consented to act as Receiver; and
- (7) the appointment of Deloitte as Receiver is urgently required, in order to:
  - i. maintain Serendipity's going-concern operations, and satisfy various government entities' requests for significant additional information for the processing of tax credits;
  - ii. engage with remaining employees, as many are resigning or requesting advance salary payments; and
  - iii. engage with the Royal Bank of Canada to effect the immediate unfreezing of the Debtors' bank accounts.

**F. Statutes And Rules Relied Upon and Additional Grounds**

- (w) The Bank will rely on the following statutory and regulatory grounds:
  - (1) Subsection 243(1) of the BIA, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

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- (2) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(3), 16.08, 38 and 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;
  - (3) The inherent jurisdiction of this Court; and
  - (4) Such further and other grounds as counsel may advise and this Honourable Court may permit.
- (x) The following documentary evidence will be used at the hearing of the application:
- (1) The Affidavit of Craig Khattar, affirmed on December 21, 2023, and the exhibits attached thereto.
  - (2) The consent of the proposed receiver to act as receiver; and
  - (3) Such further and other evidence as counsel may provide and this Honourable Court may permit.
3. This Notice of Application is served on the Debtors in accordance with Rule 17.02.

December 28, 2023

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West  
Suite 5800  
Toronto Ontario  
M5H 3S1, Canada

**Jeffrey C. Carhart      LSO#: 23645M**

Email:     jcarhart@millerthomson.com

Tel:         416.595.8615

**Patrick Corney    LSO#: 65462N**

Email:     pcorney@millerthomson.com

Tel:         416.595.8555

Lawyers for the Applicant, Bank of Montreal

## **SCHEDULE “A”**

### **LIST OF GUARANTOR ENTITIES**

1. ADV: PR 3 MB. LTD.
2. ADVENTURE COOKING AML 1 OS LTD.
3. AFRICAN EVIL 1 MB. LTD.
4. AFRICAN EVIL 2 MB. LTD.
5. AFRICAN SUPERSTITION 1 ON. LTD.
6. ANOTHER ROUND 1 MB. LTD.
7. ARTISTRY OF DRAG 1 MB. LTD.
8. ASCEND TELEVISION 4 OS LTD.
9. ASCEND TELEVISION 5 OS LTD.
10. BOTSWANA NFT AML 1 OS LTD.
11. CHEFS IN THE WILD AML 1 OS LTD.
12. FUN Q 1 OS LTD.
13. JOBS OF TOMORROW 2 MS LTD.
14. JOT 1 MB. LTD.
15. MASTERS COSPLAY 1 MB. LTD.
16. MEALZ ON WHEELZ 1 MS LTD.
17. SOWETO 1 MB. LTD.
18. THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.
19. THE OTHER SIDE 1 ON. LTD.
20. TRANSFORMATIVE CEOS 4 MB. LTD.
21. TRANSFORMATIVE CEOS 5 MB. LTD.
22. TRANSFORMATIVE CEOS 6 MS LTD.
23. WITH A TWIST 1 ON. LTD.



## SCHEDULE “B”

### SERENDIPITY MEDIA LTD. COLLATERAL

1. All of Serendipity’s rights in and to any feature film, television program (episodic or otherwise), television series, documentary or filmed or videotaped entertainment of any kind produced by any Guarantor (each a “**Project**”) and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made, acquired or produced including, without limitation, any sequels to or adaptations of a Project or any media based thereon and any and all intellectual property rights of Serendipity in a Project;
2. All debts, claims, demands, monies and other rights, securities and choses in action of Serendipity relating to each Project (collectively, the “**Entitlements**”) including, without limitation, all accounts receivable and other book debts, now or hereafter to become due to Serendipity from any other parties to agreements entered into by Serendipity in connection with each Project, together with all amendments, renewals and substitutions, and all books and accounts, letters, invoices, paper and documents in any way evidencing or relating to the Entitlements;
3. All of the loan and security documents (collectively, “**Assigned Third Party Loan Documents**”) granted by any of the following entities

AIR VETS AML 1 MS LTD.  
CRITTER CURIOSITY 1 AB LTD.  
FIGHT NIGHT – UKRAINE MS LTD.  
FIGHT NIGHT 1 MS LTD.

(each a “**Third-party Borrower**”) and any related parties to Serendipity under or in connection with a loan by Serendipity to a Third-party Borrower (each a “**Production Loan**”), including, without limitation, any commitment letters, loan agreements or other similar lending documents and all guarantee, security agreements, copyright mortgages, or other similar security documents entered into in connection therewith; and

4. All sums owed or payable or which become owing or payable after December 8, 2023 to Serendipity in respect of each Production Loan including, without limitation, pursuant to any of the Assigned Third Party Loan Documents.

BANK OF MONTREAL

v.

SERENDIPITY MEDIA LTD., *ET AL*

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**NOTICE OF APPLICATION**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West  
Suite 5800  
Toronto Ontario  
M5H 3S1, Canada

**Jeffrey C. Carhart LSO#: 23645M**

Email: [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

Tel: 416.595.8615

**Patrick Corney LSO#: 65462N**

Email: [pcorney@millerthomson.com](mailto:pcorney@millerthomson.com)

Tel: 416.595.8555

Lawyers for the Applicant, Bank of Montreal

# **TAB 2**

**Affidavit of Craig Khattar**  
**(affirmed December 21, 2023)**

Court File No. CV-23-00712124-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

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Respondents

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SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS  
AMENDED**

**AFFIDAVIT OF CRAIG KHATTAR  
(affirmed December 21, 2023)**

**I, CRAIG KHATTAR** of the City of Toronto in the Province of Ontario, **MAKE OATH  
AND SAY:**

1. I am the Senior Account Manager of the Bank of Montreal ("**BMO**" or the "**Bank**"). I have been closely involved in the matters described herein and as such, I have personal knowledge of the matters deposed to herein. Where the information herein is affirmed on information and belief, I have stated the source of that information and believe the same to be true.

**A. RELIEF SOUGHT**

2. I swear this Affidavit in support of the BMO's application for:

- a) a receivership order pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended ("**BIA**") and section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended ("**CJA**"), substantially in the form of the draft order included at Tab 3 of the application record (the "**Receivership Order**"), which, *inter alia*, appoints Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of the undertaking and personal property of Serendipity Media Ltd. ("**Serendipity**" or the "**Company**") listed at Schedule "B" to the Receivership Order, and all of the assets, undertakings and properties of the guarantor entities listed at Schedule "A" hereto (collectively, the "**Guarantors**", and together with Serendipity, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors (the "**Property**").

**B. OVERVIEW**

3. Serendipity and the Guarantors are in the film and television production business, as described further below.
4. The Bank has extended to Serendipity a \$20 million secured and demand revolving credit facility (the "**Revolving Facility**"), pursuant to an offer letter dated August 23, 2022 (the "**Offer Letter**"). Attached hereto as Exhibit "A" is a copy of the Offer Letter.
5. The Guarantors are subsidiaries of Serendipity. Each has guaranteed Serendipity's obligations under the Offer Letter on identical terms, and each has granted an identical

security interest to the Bank under a general security agreement (each, a “**GSA**”). Further, each Guarantor has signed an identical joinder agreement (“**Joinder Agreement**”) whereby each Guarantor has agreed to be a principal obligor under the Offer Letter. Example copies of each Guarantor’s guarantee (the “**Guarantee**”), GSA, and Joinder Agreement are attached hereto as Exhibit “B” through “D”, respectively.

6. The Debtors are experiencing a significant liquidity crisis, and have defaulted on numerous obligations under the Revolving Facility and related loan documents. Despite multiple notices, opportunities to cure, and the issuance of formal demand letters (and notices of intention to enforce security pursuant to section 244 of the BIA), the Debtors have failed to remedy their defaults.
7. The Bank, concerned about its security and financial position, and is seeking appointment of the Receiver to take control of the Property and facilitate an orderly process to maximize the value of the Debtors’ business.
8. The Debtors have consented to (a) the proposed Receivership Order, and (b) this matter proceeding before the Ontario Superior Court of Justice (Commercial List). A copy of the Debtor’s Consent is attached hereto as Exhibit “E”.

## **C. THE PARTIES**

### ***a. The Bank***

9. BMO is a prominent, well-established financial institution and one of the largest banks in Canada. With \$1.29 trillion in total assets, BMO provides a broad range of personal and

commercial banking, wealth management, global markets and investment banking products and services.

***b. Serendipity***

10. Serendipity is a privately-held company engaged in the business of producing and distributing films and television series. Serendipity was incorporated on March 2, 2020 under the laws of the Province of Alberta, and has its registered office at 763 Hawkside Mews NW, Calgary, Alberta, T3G 3S2.
11. The Howell Family Trust is Serendipity's sole voting shareholder, owning 100% of Serendipity's voting shares. Serendipity's sole director is Sarah E. Howell ("**Ms. Howell**"). A copy of the corporate profile report, which also identifies Serendipity's shareholder, is attached hereto as Exhibit "F".
12. Ari M. Taub ("**Mr. Taub**") runs the day-to-day operations of Serendipity and sometimes acts as Serendipity's legal counsel. Mr. Taub has been BMO's main point of contact since the beginning of the parties' business relationship. I understand that Mr. Taub is married to Ms. Howell.

***c. The Guarantors***

13. Each Guarantor is a special-purpose subsidiary entity of Serendipity, incorporated for the purpose of producing a specific film or television series. This corporate structure is standard in the film and television production industry, as explained below.

14. A table listing the date of incorporation, jurisdiction of incorporation, registered office, and title of production of each of the Guarantors is attached hereto at Schedule “B”.
15. Compiled corporate profile reports for each Guarantor are attached hereto as Exhibit “G”.

*d. Third-Party Borrowers*

16. The Offer Letter also contemplates that Revolving Facility funds could be used to fund loans, through Serendipity, to entities that are not Serendipity subsidiaries, but over which Serendipity holds significant influence (“**Third-Party Borrowers**”). As described below, the Collateral (defined below) given by Serendipity in favour of the Bank includes any loan and security documents given to Serendipity by a Third-Party Borrower.
17. At this time, the Bank does not hold a security interest in any Third-Party Borrower and is not, at this time, seeking appointment of the Receiver over any Third-Party Borrower.

**D. OTHER LENDERS**

18. I understand that certain subsidiaries and affiliates of Serendipity have also received loans from (i) Royal Bank of Canada (“**RBC**”), (ii) Bank of Hope, and (iii) private lenders (together, the “**Additional Lenders**”), which loans may have been guaranteed, in whole or in part, by Serendipity.
19. The Bank’s security interests overlap with two parties, regarding two Guarantors:
  - a) with respect to the Guarantor ADV: PR 3 MB. Ltd. (“**ADV**”), OLD KENT ROAD FINANCIAL LOAN ADMINCO LTD. appears to have a security interest



registered ahead of the Bank's, in both Alberta and Manitoba, against ADV at the address 763 Hawkside Mews NW, Calgary, Alberta, Canada, T3G 3S2; and

- b) with respect to the Guarantor Transformative CEOs 4 MB. Ltd. (“CEOs 4”), WORKERBEE.TV, INC. appears to have a security interest registered behind that of the Bank's, against CEOs 4 at the address 260005 Mountain Ridge Place, Rocky View County, Alberta, T4C 2Y1.
20. The Bank's security interests do not, as far as I am aware, overlap with any other security interests.
21. The Serendipity Collateral (defined below) does not comprise all of the assets, undertaking and property of Serendipity and is defined by reference to the productions produced by a Guarantor or Third-Party Borrower. While each Guarantor has given a GSA in favour of the Bank, personal property security registration searches of the Guarantors indicate that the Additional Lenders have not registered any security interests against the personal property of the Guarantors.
22. On December 18, 2023, counsel for the Bank gave notice to the Additional Lenders that it intended to exercise its right to appoint a receiver over the Debtors, and that the Debtors had consented to such appointment. As of the date hereof, counsel for the Bank has been engaging with the Additional Lenders and has incorporated into the proposed Receivership Order comments received to date.

**E. THE FILM AND TELEVISION PRODUCTION BUSINESS**

23. Serendipity and the Guarantors are in the film and television production business. Each production is completed in stages that vary in length, depending on the nature of the production.
24. To provide context for the Court, the production of films and television series can be divided into five stages:
- a) **Stage 1: Development.** Story ideas are developed and initial decisions regarding logistics, cast and crew, and budget are made. At this stage, Serendipity generally establishes a subsidiary entity to own the intellectual property and enter into distribution agreements for the exploitation of the applicable project.
  - b) **Stage 2: Pre-production.** The company finalizes various aspects of the film or television series, including talent, shooting location and script, and contracts related to the production.
  - c) **Stage 3: Production.** The pivotal stage where the creative planning behind the film or TV series transforms into footage.
  - d) **Stage 4: Post-production.** All visual and sound aspects of the production are finalized. A marketing campaign (if any) is prepared.
  - e) **Stage 5: Distribution.** The production is sold or licensed to a distributor (unless it has been pre-sold earlier in the process).

25. The federal and provincial governments of Canada offer various tax credits to Canadian production companies as a means of promoting the growth of the film and media industry. These tax credits can have significant value and are normally payable some time following completion and delivery of the production.
26. Serendipity's financial position and ability to borrow under the Revolving Facility is highly dependent on being able to successfully claim these tax credits.

## F. THE LOAN AND SECURITY

### a. Offer Letter

27. Pursuant to the Offer Letter, the Revolving Facility was available to Serendipity to assist with financing the production of films and television series.
28. A table summarizing the key terms of the Offer Letter follows:

OFFER LETTER TERM	DETAILS
<b>Available Credit Amount</b>	CDN \$20,000,000 demand revolving facility.
<b>Borrowing Base</b>	At any given amount, amounts outstanding were not to exceed the lesser of (i) the Available Credit Amount <sup>1</sup> , and (ii) a "Borrowing Base" amount, as calculated by the aggregate estimated value of tax credit receivables, less certain cash interest reserves and other deductions.
<b>Interest Rate</b>	BMO's Prime Rate + 1%, per annum, calculated daily.
<b>Interest Due</b>	Payable on the first of each month.
<b>Balance Due</b>	Outstanding balance payable upon the Bank issuing, in its sole and unfettered discretion, a demand to Serendipity, demanding

<sup>1</sup> CDN \$20,000,000.

	repayment, irrespective of whether a default had occurred on part of Serendipity or any of the Guarantors.
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29. Under the Offer Letter, the Revolving Facility was made available to Serendipity via individual loans called “segments” (“**Segments**”). Each Segment was intended to fund the tax credits expected to be received in respect of a specific production and, as such, was intended to flow through Serendipity to the production company incorporated for the production.
30. Prior to each advance under any Segment (and subject to BMO’s right to refuse to advance the Segment’s amounts), Serendipity was required to meet certain criteria, including the provision of (i) financial plans with respect to the production and (ii) internal and external tax credit estimates.

***b. Serendipity Security Documents***

31. As security for all obligations under the Revolving Facility (the “**Indebtedness**”), Serendipity executed the Production Security Agreement (the “**PSA**”). A copy of the PSA is attached hereto as Exhibit “H”.
32. Under section 1(1) of the PSA, Serendipity granted to BMO a security interest in all of the following undertakings and personal property (the “**Collateral**”) of Serendipity:
- a) all of the Borrower’s rights in and to any feature film, television program (episodic or otherwise), television series, documentary or filmed or videotaped entertainment of any kind produced by any entity listed on Schedule “A” hereto (each a “Project”) and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made,

acquired or produced including, without limitation, any sequels to or adaptations of a Project or any media based thereon and any and all intellectual property rights of the Borrower in a Project;

- b) all debts, claims, demands, monies and other rights, securities and choses in action of the Borrower relating to each Project (collectively, the “Entitlements”) including, without limitation, all accounts receivable and other book debts, now or hereafter to become due to the Borrower from any other parties to agreements entered into by the Borrower in connection with each Project, together with all amendments, renewals and substitutions, and all books and accounts, letters, invoices, paper and documents in any way evidencing or relating to the Entitlements;
- c) all of the loan and security documents (collectively, “Assigned Third Party Loan Documents”) granted by any entity listed in Schedule "B" hereto (each a “Third-party Borrower”) and any related parties to the Borrower under or in connection with a loan by the Borrower to a Third-party Borrower (each a “Production Loan”), including, without limitation, any commitment letters, loan agreements or other similar lending documents and all guarantee, security agreements, copyright mortgages, or other similar security documents entered into in connection therewith; and
- d) all sums owed or payable or which become owing or payable after the date hereof to the Borrower in respect of each Production Loan including, without limitation, pursuant to any of the Assigned Third Party Loan Documents.

33. The Bank registered its security against Serendipity in the Company’s jurisdiction of incorporation, Alberta. A copy of the applicable registry result is attached hereto as Exhibit “I”.

34. The default provisions of the PSA are triggered upon the occurrence of various events (“**Default**”), including, among others (i) the non-payment by Serendipity, when due, whether by acceleration or otherwise, of any of the Indebtedness (as defined under the PSA) and (ii) the failure of Serendipity to observe or perform any material covenant, undertaking given to, or agreement made with, the Bank.

35. Section 6 of the PSA affords the Bank various remedies upon Default, including among others:
- a) the acceleration of any or all of the Indebtedness to be immediately due and payable;
  - b) the realization of its security interest in the Collateral through the appointment of a court-appointed receiver; and
  - c) the sale of all or any part of the Collateral by such receiver.

*c. Guarantor Security Documents*

36. As stated above, each Guarantor has executed identical versions of the following security documents: Guarantee, GSA, and Joinder Agreement. Each Guarantor executed these documents contemporaneously with the advance of a Segment loan to it.
37. Each Guarantee unconditionally guarantees the payment of all of debts and liabilities owing to the Bank by Serendipity.<sup>2</sup> The Guarantee is a continuing guarantee, and secures any ultimate balance owing to the Bank.<sup>3</sup>
38. The Joinder Agreement renders the applicable Guarantor:

[...] a party to the Offer Letter with the same force and effect as if it had been an original signatory thereto and agrees to perform and observe each and every one of the covenants, agreements, terms, conditions, obligations

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<sup>2</sup> Recitals.

<sup>3</sup> Section 9.

and liabilities of a Guarantor under the Offer Letter and all the other loan and security documents applicable to it as a Guarantor [...]<sup>4</sup>

39. Each GSA grants to the Bank a general security interest in all present and after-acquired undertaking property of the applicable Guarantor (except for consumer goods) (the **“Guarantor Collateral”**), as security for all of the applicable Guarantor’s debts and liabilities, which include its Guarantee obligations and its direct Segment loan obligations under the Joinder Agreement.<sup>5</sup>
40. Schedule “C” provides a table of the location of the Guarantor Collateral for each Guarantor, as stated in each Guarantor’s GSA. Accordingly, the Bank registered its security interest in the jurisdictions where each Guarantor’s collateral is located. The Bank registered its security interest against the Guarantors across Alberta, Manitoba, and/or Ontario, as applicable. Compiled copies of the applicable registry results are attached hereto as Exhibit “J”.
41. Under section 14 of each GSA, an “event of default” includes, among other things, the Guarantor’s failure to pay when due any of the guaranteed financial obligations.
42. In an event of default under the GSAs, the Bank is contractually entitled to initiate court proceedings for the appointment of a receiver and manager with respect to the Guarantor Collateral.<sup>6</sup>

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<sup>4</sup> Section 1(a).

<sup>5</sup> Section 1.

<sup>6</sup> Section 17.

**G. DEFAULT AND DEMAND**

*a. Serendipity Defaults*

43. On October 27, 2023, BMO sent a notice of default letter (the “**First Default Notice**”) to Serendipity. The First Default Notice is attached hereto as Exhibit “K”.
44. The First Default Notice informed Serendipity that it was in default of its financial and reporting obligations under the terms of the Offer Letter. Among other things, that:
- a) Serendipity failed to provide a Borrowing Base Certificate for the month of September, 2023;
  - b) Serendipity failed to make its interest payment due October 1, 2023, in the amount of \$128,751.96; and
  - c) the Bank received a garnishment notice from the Government of Alberta in respect of \$120,664.96 asserted to be owing under the *Alberta Corporate Tax Act* (Alberta).
45. Further, I am advised by my colleague Louie Porco, that in discussions and over email Mr. Taub stated that Serendipity did not have sufficient cash resources to satisfy all of its financial obligations over the coming months, including its obligation to complete and deliver certain productions financed by the Bank, and that he anticipated further defaults under the Offer Letter. Mr. Taub also stated that the Debtors’ business could not continue without additional financing. A copy of an email dated October 27, 2023, from Mr. Taub to Mr. Porco, and others, is attached hereto as Exhibit “L”.



46. On November 7, 2023, BMO sent a second notice of default letter (the “**Second Default Notice**”) to Serendipity. The Second Default Notice is attached hereto as Exhibit “M”.
47. As at November 7, 2023, Serendipity had not cured the defaults identified in the First Default Notice and had defaulted again by failing to make its November 1, 2023, interest payment.
48. By November 2023, the Bank was seriously concerned about Serendipity’s financial position and the Bank’s collateral. As such, on November 7, 2023, the Bank requested, and Serendipity (and the Guarantors) agreed to, the appointment of an accountant to assess Bank’s security position, and the Company’s and Guarantors’ financials.
49. Pursuant to an engagement letter dated November 7, 2023 (the “**Iacono Engagement Letter**”), executed by Serendipity and each of the Guarantors on November 13, 2023, Weisbord Del Gaudio Iacono (“**WDI**”) was appointed:

[...] to assist the Bank in assessing its position in relation to the Borrower’s indebtedness to the Bank (the “Bank Indebtedness”) under the Offer of Financing dated August 23, 2022 (the “Offer Letter”) issued by the Bank in favour of and accepted by the Borrower and certain of its subsidiaries as guarantors (listed at Appendix 2 hereto and referred to collectively as the “Guarantors”, and, together with the Borrower, the “Companies”).

A copy of signed Engagement Letter is attached hereto as Exhibit “N”.

50. Under the Iacono Engagement Letter, Serendipity and each of the Guarantors acknowledged their defaults, and consented to WDI’s engagement and the potential appointment of a receiver:

In executing a copy of this letter below, the Companies hereby consent, in favour of the Bank and the Consultant, to the Consultant’s engagement upon

the terms and conditions set out herein and confirms that the full cooperation of the shareholders, directors, officers, employees, agents and advisors of the Companies shall be available to the Consultant to the extent reasonably possible taking into account the exigencies of production in respect of the Eligible Productions.

[...]

The Companies acknowledge receipt of a notice of default from the Bank under the Offer Letter and the Borrower and each of the Companies agrees that the Borrower is currently in default under the Offer Letter and, subject to applicable law, the Bank may, but is not required to, demand repayment of the Bank Indebtedness and pursue all rights and remedies that it may have in connection with the Companies, as the Bank deems appropriate, including, but not limited to, the appointment of a receiver or a receiver and manager (in either case, a “Receiver”) over the Companies. Each of the Companies hereby acknowledges and consents to the appointment of a Receiver, whether privately or by Court appointment, to the full extent permissible by law.<sup>7</sup>

***b. Demand Letters and NITES Sent to Serendipity and Guarantors***

51. On December 8, 2023, the Bank made written demand for payment of the Outstanding Indebtedness upon Serendipity and each of the Guarantors, and served each with a notice of intention to enforce security (“NITES”). Compiled copies of each demand for payment and NITES are attached hereto as Exhibit “O”.
52. Subsequent to the delivery of the NITES, Mr. Taub advised that Serendipity and the Guarantors consented to the appointment of a receiver and manager on the specific terms of the Order sought on the Bank’s application and included in its Application Record. Exhibit “E”, as noted above, is correspondence with Mr. Taub evidencing his consent.

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<sup>7</sup> Page 2; section 17.

**H. IT IS JUST OR CONVENIENT TO APPOINT DELOITTE AS RECEIVER**

53. Tax credits owing to the Debtors represent the Bank's most valuable collateral. Realizing these tax credits requires that the Debtors continue to operate as a going concern in order to correspond with, and provide documents to, various government entities involved in the certification and processing of the tax credits. The relevant government entities have advised the Debtors that significant additional information and documentation is required before the outstanding tax credits can be processed.
54. Without appointment of the Receiver, the Debtors' ability to realize on their tax credits is in jeopardy. The Debtors are out of operating capital and the Bank is unwilling to extend further credit with existing management in control of the business. Employees with necessary knowledge are resigning, or requesting advance payment of salary in order as a condition of their employment, and it is imperative that the Receiver be appointed in time to engage with the remaining employees.
55. Further, I am advised by Jonathan Dyck, partner at Miller Thomson LLP (legal counsel to BMO), that RBC has frozen the Debtors' bank accounts pending Deloitte's appointment as Receiver. As such, the Debtors are unable to access approximately \$100,000 in GST refunds that they recently received. This cash is critical to the near-term operation of the business. For example, I am advised by Mr. Dyck that on or around December 19, 2023, certain insurance policies held by the Debtors were cancelled for non-payment.
56. The appointment of Deloitte as Receiver is otherwise just or convenient in the circumstances of this case:

- a) Serendipity and the Guarantors have consented to the appointment of a receiver;
- b) the principal of Serendipity, Mr. Taub, has admitted that the business can no longer operate without additional financing;
- c) notwithstanding the issuance of the demands and the NITES, the Outstanding Indebtedness has not been repaid;
- d) the statutory notice period under the BIA has expired;
- e) each of the PSA and GSA contain a contractual entitlement to appoint a receiver upon default;
- f) a Court-appointed receiver will ensure that the interests of all of the Debtors' stakeholders are considered and facilitate the orderly management of the Debtors' business while their assets are realized upon; and
- g) a Court-appointed receiver will facilitate dealings with all stakeholders in relation to Serendipity, including the Additional Lenders.

AFFIRMED before me at the City of Toronto in the Province of Ontario, this 21st day of December, 2023, in accordance with O. Reg. 431/20 Administering Oath or Declaration Remotely.

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Commissioner for Taking Affidavits  
**PATRYK SAWICKI**

DocuSigned by:  
  
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**CRAIG KHATTAR**

**SCHEDULE "A"**

**LIST OF GUARANTOR ENTITIES**

1. ADV: PR 3 MB. LTD.
2. ADVENTURE COOKING AML 1 OS LTD.
3. AFRICAN EVIL 1 MB. LTD.
4. AFRICAN EVIL 2 MB. LTD.
5. AFRICAN SUPERSTITION 1 ON. LTD.
6. ANOTHER ROUND 1 MB. LTD.
7. ARTISTRY OF DRAG 1 MB. LTD.
8. ASCEND TELEVISION 4 OS LTD.
9. ASCEND TELEVISION 5 OS LTD.
10. BOTSWANA NFT AML 1 OS LTD.
11. CHEFS IN THE WILD AML 1 OS LTD.
12. FUN Q 1 OS LTD.
13. JOBS OF TOMORROW 2 MS LTD.
14. JOT 1 MB. LTD.
15. MASTERS COSPLAY 1 MB. LTD.
16. MEALZ ON WHEELZ 1 MS LTD.
17. SOWETO 1 MB. LTD.
18. THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.
19. THE OTHER SIDE 1 ON. LTD.
20. TRANSFORMATIVE CEOS 4 MB. LTD.
21. TRANSFORMATIVE CEOS 5 MB. LTD.
22. TRANSFORMATIVE CEOS 6 MS LTD.
23. WITH A TWIST 1 ON. LTD.

**SCHEDULE "B"****GUARANTORS: CORPORATE INFORMATION**

<b>NO.</b>	<b>GUARANTOR ENTITY</b>	<b>DATE OF INCORPORATION</b>	<b>JURISDICTION OF INCORPORATION</b>	<b>REGISTERED OFFICE</b>
1.	ADV: PR 3 MB. LTD.	May 11, 2020	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
2.	ADVENTURE COOKING AML 1 OS LTD.	August 26, 2022	Alberta	260005 Mountain Ridge Pl, Rocky View County, Alberta, Canada, T4C2Y1
3.	AFRICAN EVIL 1 MB. LTD.	March 18, 2021	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
4.	AFRICAN EVIL 2 MB. LTD.	November 23, 2021	Alberta	260005 Mountain Ridge Pl, Rocky View County, Alberta, Canada, T4C2Y1
5.	AFRICAN SUPERSTITION 1 ON. LTD.	December 9, 2021	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
6.	ANOTHER ROUND 1 MB. LTD.	October 21, 2021	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
7.	ARTISTRY OF DRAG 1 MB. LTD.	November 25, 2021	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
8.	ASCEND TELEVISION 4 OS LTD.	October 19, 2022	Alberta	260005 Mountain Ridge Pl, Rocky View County, Alberta, Canada, T4C2Y1
9.	ASCEND TELEVISION 5 OS LTD.	May 30, 2023	Alberta	260005 Mountain Ridge Pl, Rocky View County, Alberta, Canada, T4C2Y1
10.	BOTSWANA NFT AML 1 OS LTD.	August 26, 2022	Alberta	260005 Mountain Ridge Pl, Rocky View County, Alberta, Canada, T4C2Y1

11.	CHEFS IN THE WILD AML 1 OS LTD.	August 31, 2022	Alberta	260005 Mountain Ridge Pl, Rocky View County, Alberta, Canada, T4C2Y1
12.	FUN Q 1 OS LTD.	May 17, 2022	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
13.	JOBS OF TOMORROW 2 MS LTD.	May 19, 2022	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
14.	JOT 1 MB. LTD.	July 13, 2021	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
15.	MASTERS COSPLAY 1 MB. LTD.	March 18, 2021	Alberta	260005 Mountain Ridge Pl, Rocky View County, Alberta, Canada, T4C2Y1
16.	MEALZ ON WHEELZ 1 MS LTD.	June 2, 2022	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
17.	SOWETO 1 MB. LTD.	April 19, 2022	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
18.	THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.	December 10, 2021	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
19.	THE OTHER SIDE 1 ON. LTD.	July 30, 2021	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
20.	TRANSFORMATIVE CEOS 4 MB. LTD.	August 27, 2021	Alberta	260005 Mountain Ridge Pl, Rocky View County, Alberta, Canada, T4C2Y1
21.	TRANSFORMATIVE CEOS 5 MB. LTD.	October 25, 2021	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
22.	TRANSFORMATIVE CEOS 6 MS LTD.	May 19, 2022	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2
23.	WITH A TWIST 1 ON. LTD.	April 21, 2022	Alberta	763 Hawkside Mews Nw, Calgary, Alberta, Canada, T3G 3S2




**SCHEDULE "C"****LOCATION OF GUARANTOR COLLATERAL**

NO.	GUARANTOR ENTITY	LOCATION OF COLLATERAL				
		260005 Mountain Ridge Place Rocky View County, Alberta T4C 2Y1	183 Stradbrook Avenue Winnipeg, Manitoba R3L OJ4	66N, 1485 Portage Avenue Winnipeg, Manitoba R3G 0W4	340 Legget Drive, Suite 140 Kanata, Ontario K2K 1Y6	51 Wolseley St Toronto, Ontario M5T 1A4
1.	ADV: PR 3 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
2.	ADVENTURE COOKING AML 1 OS LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
3.	AFRICAN EVIL 1 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
4.	AFRICAN EVIL 2 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
5.	AFRICAN SUPERSTITION 1 ON. LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
6.	ANOTHER ROUND 1 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
7.	ARTISTRY OF DRAG 1 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
8.	ASCEND TELEVISION 4 OS LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9.	ASCEND TELEVISION 5 OS LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

10.	BOTSWANA NFT AML 1 OS LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
11.	CHEFS IN THE WILD AML 1 OS LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
12.	FUN Q 1 OS LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
13.	JOBS OF TOMORROW 2 MS LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
14.	JOT 1 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
15.	MASTERS COSPLAY 1 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
16.	MEALZ ON WHEELZ 1 MS LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
17.	SOWETO 1 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
18.	THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
19.	THE OTHER SIDE 1 ON. LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
20.	TRANSFORMATIVE CEOS 4 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
21.	TRANSFORMATIVE CEOS 5 MB. LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
22.	TRANSFORMATIVE CEOS 6 MS LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
23.	WITH A TWIST 1 ON. LTD.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	

This is Exhibit "A" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

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*Commissioner for Taking Affidavits (or as may be)*

**PATRYK SAWICKI**



August 23, 2022

**Serendipity Media Ltd.**  
763 Hawkside Mews NW  
Calgary, Alberta  
T3G 3S2

Attention: Sarah Howell

Dear Sirs/Mesdames:

**OFFER OF FINANCING**

Bank of Montreal is pleased to offer the following new credit facility subject to the terms and conditions set for herein and in the attached Schedules (collectively, this "**Agreement**").

Capitalized Terms used without specific definition in this Agreement have meanings set forth in Schedules A and B attached hereto. Unless otherwise provided, all dollar amounts are in Canadian currency and accounting terms are to be interpreted in accordance with GAAP.

- Borrower:** Serendipity Media Ltd. (the "**Borrower**")
- Guarantors:** The Corporate Guarantors listed on the signature page hereto and such other companies that may guarantee the obligations of the Borrower in accordance with the terms hereof from time to time (collectively, the "**Guarantors**" and each, a "**Guarantor**").
- The Borrower and Guarantors are collectively referred to as the "**Companies**" and, individually, as a "**Company**".
- Lender:** Bank of Montreal (the "**Lender**" or the "**Bank**")
- Facility:** CDN\$ 20,000,000 demand revolving facility (the "**Revolving Facility**").
- Repayment:** **Notwithstanding anything else herein or in any other Loan Document to the contrary, the Revolving Facility is payable upon the earlier of: (a) demand by Bank, and (b) an Insolvency Event occurring in respect of the Borrower or any Guarantor.** For greater certainty, all debts, liabilities and obligations of the Companies under and in connection with the Revolving Facility shall become automatically and immediately due and payable in full upon the occurrence of an Insolvency Event in respect of the Borrower or any Guarantor.

The Lender may in its sole and unfettered discretion demand payment of, or cancel, or restrict availability of any unutilized portion of, the Revolving Facility at any time for any reason, regardless of whether a Default has occurred or is continuing.

Notwithstanding the demand nature of the Revolving Facility, it is expected that any amount received by the Companies in respect of Eligible Tax Credit Receivables included in the Borrowing Base shall be applied forthwith upon receipt to reduce the obligations due under the Revolving Facility and to repay in full the applicable Segment.



**Purpose:** To provide interim production financing for Eligible Productions produced by Guarantors and/or Third-party Borrowers.

**Availability:** Subject to the Lender's right to cancel or restrict the Revolving Facility at any time, the Revolving Facility shall be available at the Borrower's option by way of an unlimited number of individual loans (each, a "**Segment**") to finance production expenses relating to a particular Eligible Production as follows:

CDN\$ Prime Rate loans via overdraft.

All advances, repayments, conversions and rollovers are subject to the Lender's standard notice requirements.

**Borrowing Base:** Without limiting the Lender's right to demand at any time for any reason, the amount at any time outstanding under the Revolving Facility shall not at any time exceed the lesser of, (i) CDN \$20,000,000 (the "**Revolving Facility Limit**"), and (ii) an amount (the "**Borrowing Base**") determined (without duplication) as follows:

- 95% of Eligible Tax Credit Receivables upon receipt of an Accreditation Certificate, PLUS
- 95% of Eligible Tax Credit Receivables upon receipt of an Acceptable External Tax Credit Estimate, PLUS
- 75% of Eligible Tax Credits Receivables for which neither an Accreditation Certificate nor an External Tax Credit Estimate has been provided to the Lender, LESS
- the sum, without double counting, of the following items (based on the Borrower's or Guarantor's then best estimates): royalties, residuals, fees, commissions, participations and other payments to third parties, collection/distribution expense and commissions, fulfilment costs, taxes chargeable in respect of such account receivable and any other projected expense of a Borrower arising in connection with such amounts and any amounts payable to co-financiers; for clarity purposes the sums deducted are only for Eligible Productions in respect of which a Segment has been made available under the Revolving Credit, and
- a cash interest reserve equal to 6 months' worth of interest payments, calculated on the outstanding balance of the Revolving Facility; LESS
- the Lender's reasonable estimate of statutory deemed trusts and priority payables which could rank in priority to the Lender's security interest in accounts receivable, including those arising from unpaid taxes, unpaid source deductions and other government remittances (including amounts accrued but not yet payable).

Notwithstanding the foregoing, Eligible Tax Credit Receivables due in respect of Eligible Productions being produced by Third Party Borrowers shall not at any time exceed 25% of the Borrowing Base.

**Scheduled Repayments:** Without limiting the Bank's right to demand and prior to demand the Borrower shall make the following repayments on account of the Revolving Facility:



- The Borrower shall make repayments from time to time to ensure the advances under the Revolving Facility shall not exceed the Borrowing Base or the Revolving Facility Limit, as applicable.

**Voluntary Repayments:** CDN\$ Prime Rate loans may be prepaid at any time without penalty with 1 days' written notice.

**Interest Rate:** CDN\$ Prime Rate loans: Prime Rate + 1.00% per annum.

**Note:** Interest rates which would be otherwise applicable shall increase by 200 bps upon the occurrence of and during continuance of a Default (subject to any applicable cure periods).

**Note:** All interest rates and fees are calculated on a 365 or 366-day basis as appropriate.

**Fees:** The following fees shall be payable to the Lender:

- Setup fee of 75 bps on the aggregate amount of the Revolving Facility, payable on the Closing Date.
- Renewal fee of 25bps on the aggregate amount of the Revolving Facility, payable annually on each anniversary of the Closing Date.

**Security:** As security for all present and future indebtedness and obligations of the Borrower to the Lender and its affiliates arising under or in connection with the Revolving Facility or otherwise, including obligations in respect of hedging and cash management, the Borrower shall provide or cause to be provided all usual and customary credit and security documents for transactions of this nature, together with such other security as the Lender may consider necessary or advisable in the circumstances (collectively, the "**Security**", and together with this Agreement, the "**Loan Documents**"). The Security shall be in form and substance satisfactory to the Lender and its counsel and shall include, without limitation, the following:

#### **Security for all Segments**

1. A security agreement or the equivalent in each relevant jurisdiction, from the Borrower, providing the Lender with a security interest in all of the Borrower's present and after-acquired personal property relating to each Eligible Production, including (a) all shares and other equity interests held by it in the capital of other entities which shall be first-ranking with respect to any Eligible Tax Credit Receivables financed by the Bank and any amounts due in respect of the exploitation of the applicable Eligible Production (not used for production of such Eligible Production) less customary third party distribution fees and expenses, (b) in the case of loans to Third Party Borrowers, all loan and security documentation granted by such Third Borrowers and any applicable related entities.
2. Overdraft Lending Agreement.
3. Registration of all security interests granted to the Lender by the Borrower as may be required to perfect such security interest in all applicable jurisdictions.
4. Such other documents as may be requested by the Bank or the Bank's counsel, acting reasonably.

**Security Required for each Individual Segment available to a Guarantor**

5. if applicable, a Joinder/Assumption Agreement pursuant to which the applicable Guarantor shall agree to become a party to this Agreement.
6. Unlimited guarantee from such Guarantor.
7. General security agreement or the equivalent in each relevant jurisdiction, from such Guarantor, providing the Lender with a first-ranking security interest in all of such Guarantor's present and after-acquired personal property, including all shares and other equity interests held by it in the capital of other entities.
8. Copyright mortgage from such Guarantor.
9. Assignments of appropriate insurance for each Eligible Production with Lender to be named as loss payee and/or additional insured (as applicable).
10. Cross-Collateralization Acknowledgment and Confirmation.
11. Pledgeholder agreements or laboratory access letters for each third party laboratory engaged in connection with such Eligible Production, if applicable.
12. Intercreditor / priority agreements with any other required creditors on terms satisfactory to the Lender, if applicable.
13. Assignments and Directions of Payment with respect to all Eligible Tax Credit Receivables due to the Guarantor in connection with such Eligible Production.
14. Guarantee of completion and delivery of the applicable Eligible Production by the Borrower.
15. Registration of all security interests granted to the Lender by the applicable Guarantor as may be required to perfect first priority interest in all applicable jurisdictions.
16. Such other documents as may be requested by the Bank or the Bank's counsel, acting reasonably.

**Security Required for each Individual Segment available to the Borrower in respect of a loan to a Third Party Borrower**

17. Offer of financing between the Borrower and the applicable Third-Party Borrower.
18. Consent to Communicate from the applicable Third Party Borrower.
19. Cross-Collateralization Acknowledgment and Confirmation.
20. Assignment and Security Agreement pursuant to which all securities, pledges and guarantees granted in favour of Borrower (which securities, pledges and guarantees shall be satisfactory to Lender) by the Third Party Borrower (and any applicable guarantors) shall be assigned to the Bank as security for the obligations of the Borrower to the Bank hereunder including the following:
  - (a) the Offer of financing between the Borrower and the applicable Third-Party Borrower.



- (b) General security agreement or the equivalent in each relevant jurisdiction, from such Third-Party Borrower (and any applicable guarantors), providing the Lender with a security interest in all of the Guarantor's present and after-acquired personal property, including all shares and other equity interests held by it in the capital of other entities which shall be first-ranking with respect to any Eligible Tax Credit Receivables financed by the Bank and any amounts due in respect of the exploitation of the applicable Eligible Production (not used for production of such Eligible Production) less customary third party distribution fees and expenses.
  - (c) Copyright mortgage from such Third-Party Borrower;
  - (d) Assignments of appropriate insurance for each Eligible Production with Lender to be named as loss payee and/or additional insured (as applicable).
  - (e) Pledgeholder agreements or laboratory access letters for each third party laboratory engaged in connection with such Eligible Production, if applicable.
  - (f) Intercreditor / priority agreements with any other required creditors on terms satisfactory to the Lender.
  - (g) Assignments and Directions of Payment with respect to all Eligible Tax Credit Receivables due to such Third Party in connection with such Eligible Production
21. Such other documents as may be requested by the Bank or the Bank's counsel, acting reasonably.

Notwithstanding anything in the Security to the contrary, all Security granted to the Bank shall, to the extent permitted by law, be held by the Bank as agent for itself and its affiliates who are at any time owed any debts, liabilities or obligations under or in connection with the Revolving Facility or this Agreement. All such obligations shall rank *pari passu* and shall be ratably secured by all Security.

**Conditions  
Precedent to Closing  
and Funding:**

The Revolving Facility may only be made available to the Borrower in the Lender's discretion and shall, in any event, require the following to be executed, delivered, completed and satisfied (as applicable) to the satisfaction of the Lender and its legal counsel:

1. Delivery of the Security, including account documentation.
2. Completion of legal and financial due diligence in respect of the Companies.
3. Delivery of a *pro forma* borrowing base certificate and compliance certificate confirming compliance with all financial covenants both before and after the establishment of the Revolving Facility and the first advance.
4. Compliance with all Representations & Warranties.
5. Payment of fees and expenses.
6. Receipt of all information necessary for the Lender to comply with its legal and internal requirements in respect of anti-money laundering, proceeds of crime, sanction, and "Know Your Customer" requirements.





7. Repayment of all existing indebtedness (except Permitted Debt) and discharge of all existing liens (except Permitted Liens).
8. No material adverse change since the date of the latest financial statements provided to the Lender.
9. Legal opinions for each applicable jurisdiction addressed to the Lender from the Companies' legal counsel with respect to, among other things, corporate matters, searches, security filings and enforceability of all loan and security documentation, all in form and substance satisfactory to the Lender and its legal counsel.
10. Recent status certificates or equivalent for each corporate Company.
11. Officer's certificate for each corporate Company certifying, among other things, constating documents, authorizing resolutions and incumbency.
12. Such other conditions as the Lender may reasonably request.

**Conditions  
Precedent to  
Advances in respect  
of a particular  
Segment:**

Prior to each advance under any Segment and subject to the Lender's right to refuse to make any advance for any reason, the following additional conditions shall be satisfied in respect of each Segment:

1. Current financial plan and locked budget for the Eligible Production.
2. Internal or external tax credit estimates confirming the amount of the Eligible Tax Credit Receivables, in a form acceptable to the Lender.
3. Legal opinion from legal counsel acceptable to the Bank as to the chain of title to the underlying rights to produce and exploit the Production.
4. Current cost report detailing costs incurred to date and outstanding productions cost left to complete the Eligible Production.
5. Evidence of one of the following items:
  - (a) All sources of funding required to complete production have been advanced with the exception of Eligible Tax Credits funded by the Lender; or
  - (b) Completion of principal photography.
6. Acceptable External Tax Credit Opinion confirming the tax credit eligibility of the Eligible Production.
7. Co-production agreement and any applicable documents relating thereto (including provisional approvals), each if applicable.
8. Receipt of all information necessary for the Lender to comply with its legal and internal requirements in respect of anti-money laundering, proceeds of crime, sanction, and "Know Your Customer" requirements.
9. Legal opinions for each applicable jurisdiction addressed to the Lender from the Guarantor's/Third Party Borrower's legal counsel with respect to, among other things, corporate matters, searches, security filings and



enforceability of all loan and security documentation, all in form and substance satisfactory to the Lender and its legal counsel.

10. Recent status certificates or equivalent for each corporate Guarantor/Third Party Borrower.
11. Officer's certificate for each corporate Guarantor/Third Party Borrower certifying, among other things, constating documents, authorizing resolutions and incumbency
12. Such other agreements as shall be required by the Lender and its legal counsel.

**Financial Covenants:** The Borrower shall comply with the following financial covenants at all times, on a non-consolidated trailing twelve month basis unless specified otherwise:

1. Minimum shareholders' equity of CDN\$1,900,000 determined based on the book value of the shareholder's equity and shareholder's loans (provided that such shareholder's loans have been subordinated on terms and conditions satisfactory to the Lender) in the Borrower from time to time.

Compliance shall be tested as at June 30, 2022 and at the end of each fiscal year thereafter.

**Positive Covenants:** The Borrower agrees that it will, and will cause the other Companies, to:

1. In the case of the Borrower, pay all principal, interest, fees and other amounts required herein when due.
2. The Borrower shall maintain a current account with the Bank during the term of the Revolving Facility and each of the Guarantors and Third Party Borrowers shall maintain production accounts with the Bank, it being acknowledged that the Lender's risk relative to the Revolving Facility and associated pricing is, in part, reduced through the Lender's visibility into the bank accounts and cash management operations of the Companies. This covenant shall also apply in respect of Third Party Borrowers.
3. Advise the Lender promptly of the occurrence of any litigation or other event which could result in a Default or Material Adverse Change.
4. Maintain in good standing its corporate existence and all material licenses and permits required in connection with the operation of its business.
5. Comply with all applicable laws, specifically including environmental laws.
6. Pay all lawful taxes, assessments and government charges on a timely basis.
7. Maintain its property and assets in good repair and working condition.
8. Permit the Lender and its agents to inspect its property, assets and books and records, upon reasonable notice.
9. Maintain insurance on its assets, property and undertaking with reputable insurance companies in such amounts and covering such risks as would usually be carried by prudent companies engaged in similar businesses.



10. Use the proceeds of any advance under the Revolving Facility only for the purposes permitted herein (being to provide interim production financing for Eligible Productions produced by Guarantors and/or Third-party Borrowers as set out under the heading "Purpose" above).
11. Forthwith upon receipt, provide the Bank with copies of any Notices of Assessment (Federal or Provincial) received by the Borrower or any Guarantor and advise the Bank in advance of the deposit of any Eligible Tax Credit Receivables into the Borrower's or Guarantor's account with the Bank.

**Negative Covenants:** The Borrower agrees that it will not, and will ensure that each the other Companies will not, without the prior written consent of the Lender in its sole discretion:

1. Create, incur or assume any indebtedness for borrowed money, except Permitted Debt.
2. Grant or suffer to exist any liens, security interests, mortgages or other encumbrances in respect of any of its rights or property, except Permitted Liens.
3. Directly or indirectly sell or otherwise dispose of any of its assets, except as follows: (i) inventory may be sold in the ordinary course of business; (ii) assets may be sold or transferred by one Company to another Company; and (iii) the Companies may sell or license their rights in Eligible Productions in the ordinary course of their business.
4. Make any Distributions except, prior to the occurrence of a Default, Distributions may be made provided that the payment of such Distribution would not cause a Default on a pro forma basis including without limitation a breach of any financial covenant herein.
5. Materially change the nature of its business, maintain a place of business or any material assets in any jurisdiction other than the jurisdiction(s) in which it has assets and carries on business on the date hereof, or enter into any transaction whereby any of its property would become the property of any other person, including by way of amalgamation, transfer, sale or otherwise. For certainty, sale and leaseback transactions are not permitted.
6. Change its fiscal year.
7. Change its auditors to a firm that is not a nationally recognized auditing firm.
8. Enter into or become obligated under any hedging agreement except with the Lender.
9. Use the proceeds of any advance for any purposes other than those expressly contemplated herein.
10. Enter into any contract with any person not dealing at arm's-length unless all terms and conditions thereof are commercially reasonable.
11. Permit any change in the control or ownership of the Borrower.

**Reporting Requirements:**

The Borrower shall provide or cause to be provided the following information:



1. Annual accountant reviewed non-consolidated financial statements of the Borrower within 120 days of the end of each fiscal year. A report showing calculations of financial covenants and a compliance certificate signed by an officer of the Borrower is to be included with the reporting package.
2. Quarterly company prepared non-consolidated financial statements of the Borrower within 60 days of the end of each fiscal quarter.
3. Monthly Borrowing Base Certificate in the form attached as Schedule "C" hereto within 15 days of each month-end which Borrowing Base Certificate shall include monthly aged list of Eligible Tax Credit Receivables detailed per Eligible Production.
4. Prompt notification of default notices (including the occurrence of any Default); litigation, and any other material events.
5. Such other information as the Lender may reasonably request from time to time.

**Representations & Warranties:**

The Borrower hereby represents and warrants as follows on the Closing Date and on the date of each advance/loan made under this Agreement:

- 1) Each Company is a valid and subsisting corporation in good standing under the laws of its jurisdiction of incorporation and is duly qualified to carry on business in all jurisdictions in which it carries on business or owns material assets. Each Company has all necessary corporate power and authority to carry on its business as now conducted, to own or lease its assets and to perform its obligations contemplated herein.
- 2) This Agreement and the other Loan Documents have been duly authorized, executed and delivered by the respective Companies party thereto, and constitute legal, valid and binding obligations of the Companies enforceable against them in accordance with their respective terms.
- 3) The execution and delivery of this Agreement and each of the other Loan Documents does not conflict with, contravene or result in a breach of the constating documents of the Companies or any agreements to which they are bound.
- 4) Each Company is in compliance in all material respects with all applicable laws, including all applicable environmental laws, in each jurisdiction in which it carries on business and is duly licensed, registered and qualified to do business and is in good standing in each such jurisdiction; and all such licenses, registrations and qualifications are valid and subsisting and in good standing.
- 5) Each Company owns and possesses its assets free and clear of liens except for Permitted Liens. No Company has any obligation to grant any liens except for Permitted Liens. No event has occurred which constitutes, or which with the giving of notice, lapse of time or both would constitute, a Default under any Permitted Lien.
- 6) Each Material Agreement is in good standing and in full force and effect. Each Company which is a party to a Material Agreement, and to the best of the Borrower's knowledge each other party thereto, is not in material breach of any terms or conditions contained therein.



- 7) No litigation or other proceedings are pending or, to its knowledge, threatened against any Companies which would, if determined adversely, result in a Material Adverse Change.
- 8) The Companies maintain insurance with reputable insurance companies in such amounts and covering such risks as are usually carried by prudent companies engaged in similar businesses.
- 9) The most recent year-end financial statements and interim financial statements of the Borrower have been prepared in accordance with GAAP and are accurate and complete.
- 10) Each Company has duly and timely filed all tax returns required to be filed by it, and has paid all taxes which are due and payable by it. There are no actions, suits, proceedings, investigations or claims pending or threatened against any Company in respect of taxes, governmental charges or assessments or any material matters under discussion with any Governmental Authority relating thereto.
- 11) Each Company has remitted on a timely basis all amounts required to have been withheld and remitted (including withholdings from employee wages and salaries relating to income tax, employment insurance and Canada Pension Plan contributions), goods and services tax and all other amounts which if not paid when due could result in the creation of a statutory lien or deemed trust affecting against any of its property.
- 12) No Default or Material Adverse Change has occurred and is continuing.
- 13) The Borrower is not aware of any facts which could reasonably be expected to materially adversely affect its ability to observe and perform its obligations under this Agreement and the Security.

**Legal Counsel:** Miller Thomson LLP

**Acceptance:** This Agreement is available for acceptance until August 31, 2022 and shall be terminated and of no further force or effect if not accepted by such date.

**Confidentiality:** This Agreement, its terms, the transactions referred to herein and any other information or advice delivered by the Lender in connection herewith or therewith are private and confidential and may not be disclosed by the Borrower or any other Company to any Person whatsoever (other than to a Company's officers, directors, senior management and professional advisors) without the prior written consent of the Lender.

**Closing Date:** The transactions contemplated herein, including the establishment all Security required hereunder and the satisfaction of all conditions precedent herein shall be completed on or before October 31, 2022 or such other date as may be agreed by the Lender in its sole discretion (the "**Closing Date**").

**Schedules:** The following schedules attached hereto are incorporated by reference and form a part of this Agreement:

- o Schedule "A": Additional Definitions



- o Schedule "B": General Terms & Conditions.
- o Schedule "C": Borrowing Base Certificate

**Surviving Provisions:** The provisions contained herein (including the schedules hereto) under the headings "Indemnification", "Confidentiality", "Expenses", "Withholding Taxes" and "Governing Law" will survive any termination hereof.


**Governing Law:** Province of Alberta and the laws of Canada applicable in such Province.

**Conflicting Terms:** To the extent there is any inconsistency between a provision of this Agreement and a provision of any other Loan Document, the provision of this Agreement shall govern.

**Bank of Montreal**

By:   
DocuSigned by: Luigi Porco  
C3D5467ACEA2499...  
 Name: Luigi Porco  
 Title: Senior Director Media Finance

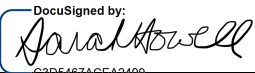
**Borrower: Serendipity Media Ltd.**

Per:   
DocuSigned by: Sarah Howell  
C3D5467ACEA2499...  
 Name: Sarah Howell  
 Title: President

**Guarantor: Transformative CEOs 5 MB. Ltd.**

Per:   
DocuSigned by: Sarah Howell  
C3D5467ACEA2499...  
 Name: Sarah Howell  
 Title: President

**Guarantor: JOT 1 MB. Ltd.**

Per:   
DocuSigned by: Sarah Howell  
C3D5467ACEA2499...  
 Name: Sarah Howell  
 Title: President



## Schedule A: Definitions

<b>Acceptable External Tax Credit Estimate:</b>	An opinion as to the amount of Tax Credits due in connection with an Eligible Production prepared by a third-party accounting firm acceptable to the Bank and which opinion shall be in form and substance acceptable to the Bank.
<b>Accreditation Certificate:</b>	An Accreditation Certificate, Certificate of Eligibility or other similar interim confirmation of eligibility of an Eligible Production for the applicable Tax Credits issued by the Canadian Audiovisual Certification Office, the Ontario Media Development Corporation (Ontario Creates) or any other applicable Governmental Authority.
<b>Business Day:</b>	Any day on which the Lender is open for over-the-counter business in Toronto, Ontario, excluding Saturday, Sunday and any other day that is a statutory holiday in Toronto, Ontario.
<b>Default:</b>	The occurrence of any event which, with the giving of notice or lapse of time or both, would constitute a breach of any of the terms, conditions, covenants, representations, warranties or other provisions of this Agreement, the Security or any of the other Loan Documents.
<b>Distributions:</b>	Payments made in respect of the earnings or capital of any Company, specifically including dividends, amounts paid in connection with the redemption or purchase for cancellation of shares, payments to shareholders or any Related Person in respect of principal or interest on indebtedness, and payments to shareholders or any Related Person by way of salary, bonus, commission, management fees, directors' fees or otherwise in excess of commercially reasonable amounts.
<b>Eligible Production:</b>	A Production being produced or co-produced by an SPC in respect of which, (i) the financing is fully committed by financing sources acceptable to the Bank in its sole discretion, (ii) has a budget equal or less than \$5,000,000, (iii) Borrower and Guarantor (as applicable) can demonstrate satisfactory evidence of its entitlement to receive all Eligible Tax Credits Receivables relating thereto, such evidence to be demonstrated by a legal opinion and initial filing of government tax credit applications.
<b>Eligible Tax Credit Receivables:</b>	Accounts receivable in respect of Tax Credits but specifically excluding, (i) Tax Credits claimed but still outstanding more than 18 months after filing of the applicable party's Corporate Tax Return, and (ii) any Tax Credits receivable in a currency other than Canadian Dollars.
<b>Generally Accepted Accounting Principles (GAAP):</b>	Generally accepted accounting principles in Canada as approved by the Handbook of Chartered Professional Accountants Canada in effect from time to time adopted by the Canadian Accounting Standards Board; provided that when used in relation to the Borrower "GAAP" shall mean generally accepted accounting principles for private enterprises in effect in Canada as recommended in the Handbook of the Canadian Institute of Chartered Accountants, as the same are generally applied to corporations carrying on the type of business carried on by the Companies, and consistently applied as of the date of determination and shall include whatever accounting standards and interpretations thereof, adopted by the Canadian Institute of Chartered Accountants, the International Accounting Standards Board or other governing body, which the Borrower may be required or may elect to observe.
<b>Governmental Authority:</b>	Any: (i) federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; or (iii) any quasi-governmental, judicial or administrative body exercising any regulatory, expropriation or taxing authority.
<b>Insolvency Event:</b>	Any one or more of the following events in respect of any Person:



1. such Person is adjudged insolvent or bankrupt under Insolvency Legislation, or a trustee, monitor, interim receiver, receiver, receiver and manager, liquidator or similar official is appointed in respect of such Person or a substantial part of its property;
2. such Person ceases to carry on its business, commits an act of bankruptcy or becomes insolvent (as such terms are used in Insolvency Legislation), makes an assignment (or notice of intention to make an assignment) for the benefit of creditors, files a petition in bankruptcy, makes a proposal or commences a proceeding under Insolvency Legislation; or petitions or applies to any tribunal for, or consents to, the appointment of any receiver, trustee, liquidator or similar official in respect of all or a substantial part of its property; or admits the material allegations of a petition or application filed with respect to it in any proceeding commenced in respect of it under Insolvency Legislation; or takes any corporate action for the purpose of effecting any of the foregoing (including without limitation seeking any plan of arrangement under any corporate laws);
3. any proceeding or filing is commenced against such Person seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition of it or its debts under any Insolvency Legislation, or seeking appointment of a receiver, trustee, custodian or other similar official for it or any of its property or assets; unless (i) such Person is diligently defending such proceeding in good faith and on reasonable grounds and (ii) such proceeding does not materially adversely affect its ability to carry on its business and to perform and satisfy all of its obligations; and such proceeding is dismissed within 45 days after its commencement; or
4. such Person ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy.

**Insolvency Legislation:**

Any applicable legislation relating to reorganization, arrangement, compromise or re-adjustment of debt, dissolution or winding-up, or any similar legislation, and specifically includes for greater certainty the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) and applicable corporate legislation in any Province or Territory within Canada or federally.

**Material Adverse Change:**

Any change or event which: (i) constitutes a material adverse change in the business, operations, financial condition or properties of the Companies taken as a whole; or (ii) materially impairs the Companies' ability, taken as a whole, to timely and fully perform any of their material obligations under the Loan Documents, or (iii) materially impairs the ability of the Lender to enforce its rights and remedies under any of the Loan Documents.

**Material Agreement:**

Any agreement between a Company and another Person which if terminated would result, or would have a reasonable likelihood of resulting, in a Default or Material Adverse Change.

**Permitted Debt:**

(i) obligations under this Agreement, (ii) indebtedness entered into by the Borrower in the ordinary course of the Borrower's business being the television, media and entertainment business which business includes television production, financing, licensing & distribution, brand sales and product placement, channel creation, and consulting to entities in the television and media space; (iii) indebtedness owing by one Company to another Company, and (iv) other indebtedness to the extent consented to in writing by the Lender in its discretion.

**Permitted Liens:**

(i) the security interests granted to the Lender, (ii) liens granted in connection with Permitted Debt, (iii) liens arising by statute in connection with worker's compensation, unemployment insurance, old age benefits, social security obligations, taxes, assessments, statutory obligations or other similar charges, provided that in each case





that the obligation is not overdue or, if overdue, is being contested in good faith by appropriate proceedings which prevent enforcement of the matter under contest and reserves satisfactory to the Lender have been established therefor; (iv) any lien created in the ordinary course of business in favour of a guild or union to secure the payment of fees payable to the members of such guild or union in respect of services provided for any Production, and (v) any other liens consented to in writing from time to time by the Lender in its discretion.

- Person:** Includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity.
- Prime Rate:** The rate of interest announced from time to time by Bank of Montreal as its reference rate then in effect for determining rates of interest on Canadian dollar loans to its customers in Canada and designated as its prime rate.
- Production:** A feature film, television program (episodic or otherwise), television series, documentary or filmed or videotaped entertainment of any kind whether it be live action or animation for any and all existing or as yet undefined media including, without limitation, television, theatrical exhibition, video, home video, video on demand, DVD and CD-ROM.
- Related Person:** In relation to any Person means a subsidiary, affiliate or associate (as such terms are defined in the *Canada Business Corporations Act*) or employee of such Person, or an associate of such employee.
- SPC:** A special purpose entity which has been incorporated for the purpose of developing and completing a Production.
- Tax Credits:** Each of, (i) the Ontario Film and Television Tax Credit, (ii) the Ontario Production Services Tax Credit, (iii) the Canadian Film or Video Production Tax Credit, (iv) the Canadian Film or Video Production Services Tax Credit and any other similar Canadian federal or provincial tax credits acceptable to the Bank from time to time.
- Third Party Borrower:** Entities that are not subsidiaries of the Borrower but over whom the Borrower holds significant influence over the day-to-day operation & tax credit application process.



## **Schedule B: General Terms & Conditions**

**Expenses:** The Borrower shall pay all reasonable costs and expenses of the Lender associated with the preparation, due diligence (including all reasonable legal fees and disbursements and other third party expenses), administration and enforcement of this Agreement, the Revolving Facility and the loan documentation, regardless of whether any advances are made hereunder or the Closing Date occurs.

**Increased Costs, Taxes, etc.:** If in respect of any change in or introduction of any law, regulation, order, rule, request or directive (whether or not having the force of law but of a kind which is intended to be generally complied with by banks) or in the interpretation thereof by any authority charged with the administration thereof or by any court of competent jurisdiction:

(a) the Lender incurs a cost (which it would not otherwise have incurred), becomes subject to a tax, or becomes liable to make a payment (calculated with reference to the amount outstanding or available under a Facility) with respect to continuing to provide or maintain such Facility (other than a tax imposed on the income of the Lender);

(b) any reserve, special deposit, liquidity or similar requirement is imposed or increased with respect to the Facility increasing the cost thereof to the Lender; or

(c) the Lender suffers or will suffer a reduction in the rate of return on its overall capital (other than a reduction by reason of an income tax referred to in (a) above) as a result of the amount of the capital that the Lender is required to maintain being increased or of any change in the manner in which the Lender is required to allocate its resources;

then the Borrower shall, upon receipt of written notice from such Lender, pay to the Lender such amount as will compensate the Lender for and will indemnify the Lender against such increases in cost or reductions of rate of return with respect to the Facility accruing after the date of receipt of such notice. The notice issued by such Lender setting out the amount and basis for the amount of such additional payment required shall be deemed to be prima facie correct.

**Confidential Information Release:** The Borrower consents to the release of confidential information regarding the business by the Lender to affiliates and subsidiaries of the Lender for the purpose of assisting the Lender in supporting the Borrower with its strategic plans.

**Indemnification:** The Borrower agrees to indemnify the Lender, its affiliates and each of their respective officers, directors, employees, agents and advisors, and save each of them harmless, from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Agreement and the other Loan Documents, other than as a result of the gross negligence or willful misconduct of the Lender as determined by a final and non-appealable order of a court of competent jurisdiction.

**Consent:** The Borrower authorizes and consents to reproduction, disclosure and use by the Lender of information about the Borrower (including, without limitation, the Borrower's name and any identifying logos) and the Revolving Facility herein contemplated (all such information being called the "Information") to enable the Lender to publish promotional "tombstones" and other forms of notices of the Revolving Facility in any manner and in any media (including, without limitation, brochures, league table purposes). The Borrower acknowledges and agrees: that the Lender shall be entitled to determine, in its discretion, whether to use the Information; that no compensation will be payable by the Lender resulting therefrom; and that the Lender shall have no liability whatsoever to the Borrower or any of its employees, officers, directors, affiliates or shareholders in obtaining and using the Information in accordance with this paragraph.

**Announcements:** The Borrower shall permit the Lender to review and approve of any reference to the Lender contained in any press release or similar public disclosure in connection with the Revolving Facility.

**Assignment:**

The Borrower shall not assign any of its rights or obligations hereunder or under any other Loan Document.

The Lender shall have the right to assign, sell or participate its rights and obligations under the Loan Documents and in the Revolving Facility or in any borrowing hereunder, in whole or in part, to one or more financial institutions, subject to a minimum assignment amount of \$5,000,000, subject to the assignor holding at least \$5,000,000 thereafter and the consent of the Borrower not to be unreasonably withheld. Notwithstanding the foregoing, the consent of the Borrower is not required if a Default has occurred and is continuing.

**Evidence of Obligations (Noteless Advances):**

The Lender may, but shall not be obliged to request the Borrower to execute and deliver from time to time such promissory notes as may be required in order to evidence its obligations in connection with the Revolving Facility. The Lender shall open and maintain, in accordance with its usual practice, an account or accounts evidencing such obligations, and the information entered in such accounts shall be deemed to be prima facie correct.

**Matters relating to Interest:**

Unless otherwise indicated, interest on any outstanding principal amount and all other amounts (including unpaid interest) shall be calculated daily and shall be payable monthly in arrears on the first business day of the following month; and if the maturity date of a Facility is not the end of a month, all accrued and unpaid interest in respect of such Facility shall be paid on such maturity date. Interest shall accrue from and including the day upon which an advance is made or is deemed to have been made, and ending on but excluding the day on which such advance is repaid or satisfied. Any change in the Prime Rate or the Base Rate shall cause an immediate adjustment of the interest rate applicable to CAD Prime Rate based loans or Base Rate based loans, as applicable, without notice to the Borrower.

Unless otherwise stated, in this Agreement if reference is made to a rate of interest, fee or other amount "per annum" or a similar expression is used, such interest, fee or other amount shall be calculated on the basis of a year of 365 or 366 days, as the case may be. If the amount of any interest, fee or other amount is determined or expressed on the basis of a period of less than 1 year or 365 or 366 days, as the case may be, the equivalent yearly rate is equal to the rate so determined or expressed, divided by the number of days in the said period, and multiplied by the actual number of days in that calendar year. The Lender agrees that promptly upon request by the Borrower from time to time it will advise the Borrower of the Prime Rate and the Base Rate in effect at such time (or during any other period prior to such time), and will assist the Borrower in calculating the effective annual rate of interest required to be disclosed pursuant to section 4 of the *Interest Act* (Canada).

If the amount of any interest, premium, fees or other monies or any rate of interest stipulated for, taken, reserved or extracted under this Offer or the Security would otherwise contravene the provisions of section 347 of the *Criminal Code* (Canada), section 4 or section 8 of the *Interest Act* (Canada) or any successor or similar legislation, or would exceed the amounts which the Lender is legally entitled to charge and receive under any law to which such compensation is subject, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provision; and to the extent that any excess has been charged or received the Lender shall apply such excess against the outstanding indebtedness and refund any further excess amount.

**Interpretation:**

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or replaced (subject to any restrictions on such modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof,



(e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

**Currency Indemnity:**

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Loan Document, it becomes necessary to convert into a particular currency (the "**Judgment Currency**") any amount due under this Agreement or under any other Loan Document in any currency other than the Judgment Currency (the "**Currency Due**"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which the Lender is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its office in Toronto, Ontario. If there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of receipt by the Lender of the amount due, the Borrower shall, on the date of receipt by the Lender, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Lender on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Lender is the amount then due under this Agreement or such other Loan Document in the Currency Due. If the amount of the Currency Due which the Lender is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower shall indemnify and save the Lender harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Lender from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Loan Document or under any judgment or order.

**Withholding Taxes:**

Except as otherwise required by law, all payments made by the Borrower to the Lender hereunder shall be made without withholding for or on account of any present or future taxes imposed by or within the jurisdiction in which the Borrower is domiciled, any jurisdiction from which the Borrower makes any payment or any other jurisdiction, or (in each case) any political subdivision or taxing authority thereof or therein (other than taxes in respect of the net income, assets or capital of the Lender). If any such withholding is required by law, the Borrower shall make the withholding, pay the amount withheld to the appropriate Governmental Authority before penalties attach thereto or interest accrues thereon and forthwith pay to the Lender such additional amount as may be necessary to ensure that the net amount actually received by the Lender (after payment of such taxes including any taxes on such additional amount paid) is equal to the amount which it would have received if no amounts had been withheld.

**WAIVER OF JURY TRIAL:**

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**No Advisory or Fiduciary Duty:**

The Borrower acknowledges and agrees, and acknowledges its subsidiaries' understanding, that the Lender will not have any obligations hereunder except those obligations expressly set forth herein and in the credit agreement and other Loan Documents and that the Lender is acting solely in the capacity of an arm's length contractual counterparty to the Borrower with respect to the credit agreement and the Loan Documents and the transaction contemplated therein and not as a financial advisor or a fiduciary to, or



an agent of, the Borrower or any other person. The Borrower agrees that it will not assert any claim against the Lender based on an alleged breach of fiduciary duty by the Lender in connection with this Agreement or the other Loan Documents and the transactions contemplated thereby. Additionally, the Borrower acknowledges and agrees that the Lender is not advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Lender shall have no responsibility or liability to the Borrower with respect thereto.

**Set Off**

The Lender and its affiliates may set off any obligations owing under or in connection with this Agreement and the Revolving Facility against any money and other property maintained in any accounts of the Borrower held with the Lender or its affiliates.



**Schedule C: Borrowing Base Certificate**

[See attached]

64024122.6

## BORROWING BASE CERTIFICATE

Dated as of \_\_\_\_\_

The undersigned Responsible Officer of **Serendipity Media Ltd.** (the “Borrower”) hereby certifies, on behalf of the Borrower that the following information is true and correct as of the date hereof, pursuant to that certain Revolving Credit Agreement dated as of \_\_\_\_\_ (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement), among the Borrower and the Lender.

The Borrower certifies the following statements for all Eligible Productions included in the attached Borrowing Base Calculation. Any breach will have been previously communicated to the Bank and accepted by it in writing:

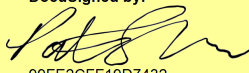
- There is no unfavorable event that could affect the delivery of the episodes and their acceptance by a CRTC-licensed television broadcaster.
- There are no overbudgets representing more than 5% of the initial Budget submitted to the Bank for any given Eligible Production.
- There is no adverse event that could affect eligibility for the Tax Credits included in the Borrowing Base and the amounts described in the external or internal Estimate initially presented to the Lender by the Borrower.

	<b>BORROWING BASE CALCULATION (from detailed Schedules attached)</b>		<b>Amount \$000's</b>	<b>Advance Rate</b>	<b>Borrowing Base</b>
(a)	Acceptable tax credits based on tax claims of Canada or one of its provinces or territories for which certificates of eligibility have been received by the Borrower.	(+)	\$	95%	\$
(b)	Acceptable tax credits based on tax claims of Canada or one of its provinces or territories for which an External Tax Credit Estimate provided by a third-party accounting firm in a form acceptable to Lender has been received by the Lender.	(+)	\$	95%	\$
(c)	Acceptable tax credits based on tax claims of Canada or one of its provinces or territories for which certificates of eligibility have non been received by the Borrower.	(+)		75%	\$

(d)	Less the sum, without double counting, of the following items specific to Guarantors' productions financed by BMO Revolver (based on the Borrower's then best estimates): royalties, residuals, fees, commissions, participations and other payments to third parties, collection/distribution expense and commissions, fulfillment costs, taxes chargeable in respect of such Eligible Tax Credit Receivable and any other projected expense of a Guarantor production financed by BMO Revolver arising in connection with such amounts and any amounts payable to co-financiers but for added clarity excluding any and all production expenses;	(-)	\$	-	\$
(e)	A cash interest reserve equal to 6 months' worth of interest payments, calculated on the outstanding balance of the Facility.	(-)	\$	-	\$
	<b>TOTAL BORROWING BASE:</b>				\$



This is Exhibit "B" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  
  
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*Commissioner for Taking Affidavits (or as may be)*

**PATRYK SAWICKI**

**Guarantee  
by Canadian Guarantor**

TO: BANK OF MONTREAL

In consideration of Bank of Montreal (herein called the "**Bank**") dealing with Serendipity Media Ltd. (herein called the "**Customer**") and one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby unconditionally guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect, absolute or contingent, matured or not, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer whether as principal or surety, and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever together with all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee and of any security held by the Bank in respect of such indebtedness, obligations, liabilities, expenses and interest;

**And the undersigned agrees with the Bank as follows:**

1. The sum collectible by the Bank under this Guarantee shall include interest accruing on the debt owed by the Customer to the Bank at the respective rates of interest applicable to the various obligations of the Customer, which constitute the Customer's debts and liabilities to the Bank. Where the Customer is liable to the Bank for interest calculated at more than one rate, then the particular rate of interest charged on a particular obligation shall continue to apply hereunder in respect of such obligation before and after judgment.
2. Every certificate issued under the hand of an authorized signing officer of the Bank purporting to show the amount at any particular time due and payable to the Bank and covered by this Guarantee, shall be received as prima facie evidence against the undersigned that such amount is at such time due and payable to the Bank and is covered hereby.
3. A certificate by an authorized signing officer of the Bank shall be conclusive as to which of the obligations of the Customer are being allocated for collection under this Guarantee and prima facie evidence of the rate or rates of interest applicable.
4. If the Customer is a corporation, no change in the name, objects, capital stock or constitution of the Customer shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner including, without limitation, by amalgamation with the Customer.
5. Each of the Material Agreements and Security Documents has been executed in the name of and on behalf of the Corporation by authorized officers of the Corporation and there are no other documents or agreements, whether oral or written which in any way

supplement, modify, amend, alter, conflict with, terminate, rescind or revoke the terms of any of the Material Agreements.

6. If the Customer is a partnership, no change in the name of the Customer's firm or in the membership of the Customer's firm through the death, retirement or introduction of one or more partners or otherwise, or by the disposition of the Customer's business in whole or in part, shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and this Guarantee shall extend to all debts and liabilities to the Bank of the person or corporation who or which assumes the obligations of the Customer in whole or in part in whatsoever manner.
7. The Bank, without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may cease or refrain from giving credit or making loans or advances to, may accept compositions from, and may otherwise deal with the Customer and all other persons (including the undersigned and any other guarantor) and securities, as the Bank may see fit, and all dividends, compositions, and moneys received by the Bank from the Customer or from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross. No loss of or in respect of the securities received by the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. Until all indebtedness of the Customer to the Bank has been paid in full, the undersigned shall not have any right of subrogation to the Bank or to the securities held by the Bank and this Guarantee shall not be diminished or affected on account of any act or failure to act on the part of the Bank which would prevent subrogation from operating in favour of the undersigned. The Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities; and the undersigned shall have no right to be subrogated to the Bank or to the securities held by the Bank until the Bank has received payment in full of its claim with interest.
8. The Bank, in its sole discretion and as the Bank sees fit, without in any way prejudicing or affecting the rights of the Bank hereunder, may appropriate any moneys received to any portion of the debts and liabilities hereby guaranteed, whether then due or to become due, and may revoke or alter any such appropriation.
9. This shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank, but the Bank shall not be obliged to enforce its rights against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed.
10. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.

11. The undersigned hereby grants to the Bank the right to set off against any and all credits or balances maintained by the undersigned with the Bank, the aggregate amount of any and all liabilities of the undersigned hereunder if and when the same shall become due and payable.
12. Except to the extent permitted below, all debts and liabilities present and future of the Customer to the undersigned are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank and all moneys received by the undersigned from the Customer shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness to the Bank is fully paid and satisfied; all without prejudice to or without in any way limiting or lessening the liability of the undersigned to the Bank. Notwithstanding the foregoing, until a demand is made by the Bank to the Customer under the Offer to Finance entered into between the Bank and the Customer (the "**Offer**"), the undersigned may receive from the Customer any amounts required in connection with the production of the Eligible Production (as defined in the Offer) being produced by the undersigned or as otherwise approved by the Bank.
13. Upon delivery by the Bank of a written demand for payment, the undersigned shall be held bound directly to the Bank as principal debtor in respect of the payment of the amounts hereby guaranteed.
14. No suit based on this Guarantee shall be instituted until demand for payment has been made. Any notice, demand or court process may be served by the Bank on the undersigned or his or her or their legal personal representatives either personally or by posting the same by ordinary mail postage prepaid, in an envelope addressed to the address of the party to be served last known to the Bank, and the notice or demand so sent shall be deemed to be served on the third day following that on which it is mailed.
15. This Guarantee shall be operative and binding upon every signatory hereof notwithstanding the non-execution hereof by any other proposed signatory or signatories, and the undersigned acknowledges that this Guarantee has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the undersigned affecting or limiting the liability of the undersigned under this Guarantee or inducing the undersigned to grant this Guarantee except as specifically contained herein in writing, and agrees that this Guarantee is in addition to and not in substitution for any other guarantees held or which may hereafter be held by the Bank.
16. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions shall be binding on the Bank unless made in writing under the signature of an authorized signing officer of the Bank.
17. The undersigned shall file all claims against the Customer in any bankruptcy or other proceedings in which the filing of claims is required by law or upon any indebtedness of the Customer to the undersigned and will assign to the Bank all of the undersigned's rights thereunder. In all such cases, whether an administration, bankruptcy, or otherwise,

the person or persons authorized to pay such claims shall pay to the Bank the full amount payable on the claim in the proceeding before making any payment to the undersigned; all without in any way limiting or lessening the liability of the undersigned to the Bank. All moneys received by the undersigned in all such cases shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness is fully paid and satisfied. To the fullest extent necessary for the purposes of this paragraph 17 the undersigned hereby assigns by way of security to the Bank all the undersigned's rights to any payments or distributions from the Customer to which the undersigned otherwise would be entitled.

18. In this Guarantee, any word importing the singular number shall include the plural, and without restricting the generality of the foregoing, where there is more than one undersigned any reference to the undersigned refers to each and every one of the undersigned, and any word importing a person shall include a corporation, partnership and any other entity.
19. If this Guarantee is executed by more than one party, the liability of each of the undersigned hereunder shall be joint and several.
20. This Guarantee shall extend to and enure to the benefit of the successors and assigns of the Bank, and shall be binding upon the undersigned and the respective heirs, executors, administrators, successors and assigns of each of the undersigned.
21. No invalidity, irregularity or unenforceability by reason of any bankruptcy or similar law or any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the liability of the Customer to the Bank or of any security therefor, shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
22. With respect to any portion of the indebtedness secured hereby which is payable in a currency other than Canadian currency (the "**Foreign Currency Obligation**"), the following provisions shall apply:
  - (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "**Foreign Currency**") in such form as shall be customary at the time of payment for settlement of international payments in Toronto, Ontario without set-off, compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.
  - (b) The undersigned shall hold the Bank harmless from any loss incurred by the Bank arising from any change in the value of Canadian currency in relation to the

Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof.

- (c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("**Canadian dollars**"), the rate of exchange used shall be that at which the Bank could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

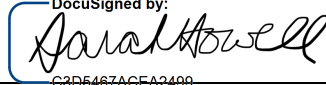
The obligation of the undersigned in respect of any Foreign Currency Obligation due by it to the Bank hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Bank of any sum adjudged to be so due in Canadian dollars the Bank may in accordance with normal banking procedures purchase the Foreign Currency with Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Bank in the Foreign Currency the undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Bank against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Bank in the Foreign Currency the Bank agrees to remit such excess to the undersigned to the extent the undersigned is entitled thereto.

23. All the rights, powers and remedies of the Bank hereunder and under any other agreement now or at any time hereafter in force between the Bank and the undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Bank at law or in equity.
24. The undersigned by its signature of this Guarantee on the one hand and the Bank by making this Guarantee available to the undersigned on the other hand acknowledge having expressly required it to be drawn up in the English language. La soussignée par sa signature de ce cautionnement d'une part et la Banque en mettant le dit cautionnement à sa disposition d'autre part reconnaissent avoir expressément exigé qu'il soit rédigé en langage anglais.
25. This Guarantee shall be construed in accordance with the laws of the Province of Alberta and shall be deemed to have been made in such Province and to be performed there, and the Courts of such Province shall have jurisdiction over all disputes which may arise under this Guarantee, provided that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.
26. The undersigned hereby acknowledges that it has read the contents of this Guarantee and understands that the signing of this Guarantee involves financial responsibility on the part of the undersigned.
27. The undersigned acknowledges receipt of a copy of this Guarantee and hereby waives its right to receive a copy of the Financing Statement or Financing Change Statement as may be registered by the Bank.

28. This Guarantee may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Guarantee by facsimile, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tif"), shall be equally effective as delivery of a manually executed counterpart thereof. Any party delivering an executed counterpart of this Guarantee by facsimile shall also deliver a manually executed counterpart thereof, but failure to do so shall not affect the validity, enforceability or binding effect of this Guarantee. The parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Guarantee, each waives the right to raise any defence based on its execution hereof in counterparts or the delivery of such executed counterparts by facsimile or electronic delivery, as applicable.


DATED as of the 30th day of November, 2022.

**ADV: PR 3 MB. LTD.**

By:    
Name: Sarah Howell   
Title: President

I have authority to bind the Corporation.

This is Exhibit "C" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  
  
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*Commissioner for Taking Affidavits (or as may be)*

**PATRYK SAWICKI**



**GENERAL SECURITY AGREEMENT**

1. **ADV: PR 3 MB. LTD.** of **260005 Mountain Ridge Place, Rocky View County,  
Alberta T4C 2Y1**  
 \_\_\_\_\_  
 (NAME OF CUSTOMER) (ADDRESS OF CUSTOMER)

(the "**Customer**") for valuable consideration grants, assigns, transfers, sets over, mortgages to **Bank of Montreal**, 100 King Street West, 18<sup>th</sup> Floor, Toronto, Ontario M5X 1A1

(the "**Bank**") as and by way of a fixed and specific mortgage and charge, and grants to the Bank, a security interest in the present and after acquired undertaking and property (other than consumer goods) of the Customer including all the right, title, interest and benefit which the Customer now has or may hereafter have in all property of the kinds hereinafter described (the "**Collateral**"):

- (a) all goods comprising the inventory of the Customer including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Customer or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession or finished goods;
- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property;
- (c) all accounts, including deposit accounts in banks, credit unions, trust companies and similar institutions, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Customer, and all claims of any kind which the Customer now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
- (d) all chattel paper;
- (e) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (f) all instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities, money, letters of credit, advices of credit and cheques; all present and future securities held by the undersigned, including shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the undersigned in property or in an enterprise or which constitute evidence of an obligation of the issuer; including, without limitation, all "Certificated Securities", "Financial Assets", "Security Certificates", "Securities Accounts", "Security Entitlements" and "Uncertificated Securities" as such terms are defined in the *Securities Transfer Act* (Alberta) (the "STA") and all substitutions therefor and, subject to paragraph 4, dividends and income derived therefrom;
- (g) all intangibles including but not limited to contracts, agreements, options, permits, licences, consents, approvals, authorizations, orders, judgments, certificates, rulings, insurance policies, agricultural and other quotas, subsidies, franchises, immunities, privileges, and benefits and all goodwill, patents, trade marks, trade names, trade secrets, inventions, processes, copyrights and other industrial or intellectual property;
- (h) with respect to the personal property described in subparagraphs (a) to (g) inclusive, all books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (i) with respect to the personal property described in subparagraphs (a) to (h) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
- (j) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or security; and

In this Agreement, the words "goods", "consumer goods", "account", "account debtor", "inventory", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security", or "securities", "intangible", "receiver", "proceeds" and "accessions" shall have the same meanings as their defined meanings where such words are defined in the Personal Property Security Act (Alberta),

such Act, including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement, "Collateral" shall refer to "Collateral or any item thereof".

2. The last day of the term of any lease, sublease or agreement therefor is specifically excepted from the security interest created by this agreement, but the undersigned agrees to stand possessed of such last day in trust for such person as the Bank may direct and the undersigned shall assign and dispose thereof in accordance with such direction. To the extent that the security interest created by this agreement in any contractual rights would constitute a breach or cause the acceleration, termination or cancellation of such contract (or entitle any other parties thereto to accelerate, terminate or cancel such contract), said security interest shall not be granted hereunder but the undersigned shall hold its interest therein in trust for the Bank, shall use its commercially reasonable efforts to obtain the appropriate consents to the attachment of said security interest, and shall grant a security interest in such contractual rights to the Bank forthwith upon obtaining the appropriate consents to the attachment of said security interest.

3. Any reference in this agreement or any agreement among the undersigned and the Bank to liens, charges, security interests or other encumbrances permitted thereby and any right of the undersigned to create or suffer to exist liens, charges, security interests or other encumbrances permitted thereby are not intended to and do not and will not subordinate the security interest granted hereby to any such liens, charges, security interests or other encumbrances or give priority to any person over the Bank.

4. Prior to an event of default, all interest, dividends, income and revenue from Securities included in the Collateral (but not the proceeds of disposition of such Securities) shall be collected by and payable to the undersigned (and not the Bank), and such Securities shall be voted by the undersigned. On and during an event of default, all dividends paid on such Securities, and all interest, income and revenue from such Securities, if received by the undersigned, shall be paid to the Bank, and the Bank shall be entitled to vote or not to vote such Securities as the Bank sees fit.

5. The undersigned will permit the Bank from time to time and at the request of the Bank to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of Uncertificated Securities which are Collateral to mark their books and records with the numbers and face amounts of all such Uncertificated Securities and all rollovers and replacements therefor to reflect the Bank as the Entitlement Holder (as defined in the STA) thereof. The undersigned will take any actions within its power to cause the issuers of Uncertificated Securities which are Collateral to cause the Bank, at the request of the Bank, to be named as Entitlement Holder over such Securities.

6. The undersigned will not consent to:

- (a) the entering into by any issuer of any Uncertificated Securities included in or relating to the Collateral of a control agreement in respect of such Uncertificated Securities with any person other than the Bank or such nominee or agent as it may direct; or
- (b) the entering into by any securities intermediary (as defined in the STA) for any Securities Accounts or any Securities Entitlements included in or relating to the Collateral of a control agreement with respect to such Securities Accounts or Securities Entitlements with any person other than the Bank or such nominee or agent as it may direct.

7. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all obligations of the Customer to the Bank, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank in any currency or remaining unpaid by the Customer to the Bank in any currency, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "Obligations").

8. The Customer hereby represents and warrants to the Bank that:

- (a) all of the Collateral is, or when the Customer acquires any right, title or interest therein, will be the sole property of the Customer free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except in favour of the Bank and except as disclosed by the Customer to the Bank in writing;
- (b) the Collateral insofar as it consists of goods (other than inventory enroute from suppliers or enroute to customers or on lease or consignment) will be kept at the locations specified in Schedule "A" hereto or at such other locations as the Customer shall specify in writing to the Bank and subject to the provisions of paragraph 9(j) none of the Collateral shall be moved therefrom without the written consent of the Bank;
- (c) the Customer's chief executive address is located at the address specified in paragraph 1;
- (d) none of the Collateral consists of consumer goods; and

- (e) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Customer in accordance with its terms.

9. The Customer hereby agrees that:

- (a) the Customer shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- (b) the Customer shall cause the Collateral to be insured and kept insured to the full insurable value thereof, in amounts commensurate with industry standards with reputable insurers against loss or damage by fire and such other risks as the Bank may reasonably require and shall maintain such insurance with loss if any payable to the Bank and shall deliver copies of such policies to the Bank;
- (c) the Customer shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Bank, when required, the receipts and vouchers establishing such payment;
- (d) the Customer shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (e) the Customer shall keep proper books of account in accordance with sound accounting practice, shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require, and the Customer shall permit the Bank or its authorized agents at any time during a business day in Alberta and during customary business hours at the expense of the Customer to examine all books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- (f) the Customer shall furnish to the Bank such information with respect to the Collateral and the insurance thereon as the Bank may from time to time require and shall give written notice to the Bank of all litigation before any court, administrative board or other tribunal affecting the Customer or the Collateral;
- (g) the Customer shall defend the title to the Collateral against all persons and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances except for that in favour of the Bank and except for those disclosed to the Bank in writing prior to the execution of this Agreement or hereafter approved in writing by the Bank prior to their creation or assumption;
- (h) the Customer shall, upon request by the Bank, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be considered by the Bank to be necessary or desirable to give effect to the intent of this Agreement and the Customer hereby irrevocably constitutes and appoints any officer, director, Manager or Acting Manager, or any authorized signing officer of the Bank for the time being of the Bank mentioned in paragraph 1, the true and lawful attorney of the Customer, with full power of substitution, to do any of the foregoing in the name of the Customer whenever and wherever the Bank may consider it to be necessary or desirable;
- (i) the Customer shall promptly notify the Bank in writing of any event which occurs that would have a material adverse effect upon the Collateral or upon the financial condition of the Customer and immediately upon the Customer's acquisition of rights in any vehicle, mobile home, trailer, boat, aircraft or aircraft engine, shall promptly provide the Bank with full particulars of such collateral; and
- (j) the Customer will not change its name or the location of its chief executive office or place of business without written notice to the Bank, nor sell, exchange, transfer, assign or lease or otherwise dispose of or change the use of the Collateral or any interest therein or modify, amend or terminate any chattel paper, document of title, instrument, security or intangible, without the prior written consent of the Bank, except that the Customer may, until an event of default set out in paragraph 14 occurs, deal with the Collateral, sell or lease inventory in the ordinary course of the Customer's business.

10. Until an event of default occurs, the Customer may use the Collateral in any lawful manner not inconsistent with this Agreement, but the Bank shall have the right at any time during a business day in Alberta and during customary business hours and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Customer agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith, and for such purpose shall permit the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Customer to examine and inspect the Collateral and related records and documents.

11. Before or after an event of default occurs, the Bank may give notice to any or all account debtors of the Customer and to any or all persons liable to the Customer under an instrument to make all further payments to the Bank and any payments or other proceeds of Collateral received by the Customer from account debtors or from any persons liable to the Customer under an instrument, whether before or after such notice is given by the Bank, shall be held by the Customer in trust for the Bank and paid over to the Bank upon

request. The Bank may take control of all proceeds of Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby. The Bank may hold as additional security any increase or profits, except money, received from any Collateral in the Bank's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent. The Bank will not be obligated to keep any Collateral separate or identifiable. In the case of any instrument, security or chattel paper comprising part of the Collateral, the Bank will not be obligated to take any necessary or other steps to preserve rights against other persons.

12. The Bank may have any Collateral comprising instruments, shares, stocks, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of such Collateral may at any time have; but the Bank shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof.

13. Upon the Customer's failure to perform any of its duties hereunder, the Bank may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Customer shall pay to the Bank, forthwith upon written demand therefor, an amount equal to the costs, fees and expenses, incurred by the Bank in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate of 3% per annum over the Canadian Prime Lending Rate of Bank of Montreal in effect from time to time. The "Canadian Prime Lending Rate of Bank of Montreal" means the variable per annum, reference rate of interest as announced and adjusted by the Bank of Montreal from time to time for loans made by Bank of Montreal in Canada in Canadian dollars.

14. The happening of any one or more of the following events shall constitute an event of default under this Agreement:

- (a) if the Customer does not pay when due any of the Obligations;
- (b) if the Customer does not perform any provisions of this Agreement or of any other agreement or document to which the Customer and the Bank are parties or which the Customer has provided, or caused to be provided to the Bank;
- (c) if the Customer ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or proposal under the Bankruptcy Act, takes advantage of provisions for relief under the Companies Creditors Arrangement Act or any other legislation for the benefit of insolvent debtors, transfers all or substantially all of its assets, or proposes a compromise or arrangement to its creditors;
- (d) if the Customer enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement without the prior written consent of the Bank such consent not to be unreasonably withheld;
- (e) if any proceeding is taken with respect to a compromise or arrangement, or to have the Customer declared bankrupt or wound up, or if any proceeding is taken, whether in court or under the terms of any agreement or appointment in writing, to have a receiver appointed of any Collateral or if any encumbrance becomes enforceable against any Collateral.
- (f) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Customer or if any distress or analogous process is levied upon any Collateral;
- (g) if the Bank in good faith believes and has commercially reasonable grounds for believing that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.

15. If an event of default occurs, the Bank may withhold any future advances and may declare that the Obligations shall immediately become due and payable in full, and the Bank may proceed to enforce payment of the Obligations and the Customer and the Bank shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement. The Bank may take possession of the Collateral, enter upon any premises of the Customer, otherwise enforce this Agreement and enforce any rights of the Customer in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Bank may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Customer to assemble the Collateral and deliver or make the Collateral available to the Bank at a reasonably convenient place designated by the Bank.

16. Where required to do so by the PPSA, the Bank shall give to the Customer the written notice required by the PPSA of any intended disposition of the Collateral by serving such notice personally on the Customer or by mailing such notice by registered mail to the last known post office address of the Customer or by any other method authorized or permitted by the PPSA.

17. If an event of default occurs, the Bank may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be

a receiver of the Collateral and may remove any receiver so appointed by the Bank and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Bank hereunder or under the PPSA or otherwise and without limitation have power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Customer, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Customer on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Bank will not be accountable for and the Customer will not be entitled to be credited with the proceeds of any such disposition until the monies therefor are actually received; and further provided that any such receiver shall be deemed the agent of the Customer and the Bank shall not be in any way responsible for any misconduct or negligence of any such receiver.

18. Any proceeds of any disposition of any Collateral may be applied by the Bank to the payment of expenses incurred or paid in connection with seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Bank towards the payment of the Obligations in such order of application as the Bank may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 17 shall bear interest at the rate of 3% per annum over the Canadian Prime Rate of Bank of Montreal in effect from time to time, shall be payable by the Customer upon demand and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the expenses incurred by the Bank, the Customer shall be liable to pay any deficiency to the Bank on demand.

19. The Customer and the Bank further agree that:

- (a) the Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Customer, debtors of the Customer, sureties and others and with the Collateral or other security as the Bank may see fit without prejudice to the liability of the Customer and the Bank's rights under this Agreement;
- (b) this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations but shall constitute and be a continuing security to the Bank for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Bank;
- (c) nothing in this Agreement shall obligate the Bank to make any loan or accommodation to the Customer or extend the time for payment or satisfaction of the Obligations;
- (d) any failure by the Bank to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations secured by this Agreement shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;
- (e) all rights of the Bank under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Customer shall not assert against the assignee any claim or defence which the Customer now has or may hereafter have against the Bank;
- (f) all rights of the Bank under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Customer under this Agreement shall bind the Customer, its successors and assigns;
- (g) if more than one Customer executes this Agreement, their obligations under this Agreement shall be joint and several, and the Obligations shall include those of all or any one or more of them;
- (h) if the Customer is a corporation, the Limitation of Civil Rights Act of the province of Saskatchewan shall have no application to this Agreement, or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Bank under this Agreement;
- (i) this Agreement shall be governed in all respects by the laws of the Province of Alberta and the federal laws of Canada applicable therein;
- (j) the time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Customer and attaches at that time to Collateral in which the Customer then has any right, title or interest and attaches to Collateral in which the Customer subsequently acquires any right, title or interest at the time when the Customer first acquires such right, title or interest.

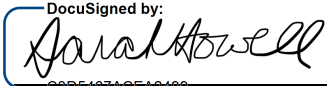
The Customer acknowledges receiving a copy of this Agreement.

The Customer expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Bank in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

*[Signature Page Follows]*

Signed as of the 30th day of November, 2022.

**ADV: PR 3 MB. LTD.**

By:  DocuSigned by:  
C3D5467ACEA2498...  
Name: Sarah Howell  
Title: President

I have authority to bind this corporation.

**SCHEDULE "A"**

(Location of Collateral)

Customer:

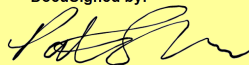
260005 Mountain Ridge Place  
Rocky View County, Alberta  
T4C 2Y1

183 Stradbrook Avenue  
Winnipeg, Manitoba  
R3L OJ4

66N, 1485 Portage Avenue  
Winnipeg, Manitoba  
R3G 0W4



This is Exhibit "D" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  
  
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*Commissioner for Taking Affidavits (or as may be)*

**PATRYK SAWICKI**

## JOINDER AGREEMENT

**ASSUMPTION AND JOINDER** dated as of November 30, 2022 (the "**Joinder**") granted by ADV: PR 3 MB. Ltd. (the "**Company**") in favour of Bank of Montreal (the "**Bank**").

**WHEREAS**, Serendipity Media Ltd. (the "**Borrower**"), as borrower, and certain others, as guarantors, have entered into an offer of financing letter dated as of August 23, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "**Offer Letter**");

**WHEREAS**, it is a requirement under the Offer Letter that the Company enter into this Joinder; and

**WHEREAS** capitalized terms used and not otherwise defined in this Joinder have the meanings given to them in the Offer Letter.

**NOW, THEREFORE**, for value received and to induce the Bank to continue to make extensions of credit to the Borrower under the Offer Letter, the Company hereby agrees with the Bank as follows:

1. Assumption and Joinder.

(a) The Company hereby expressly acknowledges and agrees that by executing and delivering this Joinder, it hereby becomes a party to the Offer Letter with the same force and effect as if it had been an original signatory thereto and agrees to perform and observe each and every one of the covenants, agreements, terms, conditions, obligations and liabilities of a Guarantor under the Offer Letter and all the other loan and security documents applicable to it as a Guarantor (together with the Offer Letter, the "**Loan Documents**" and each a "**Loan Document**").

(b) All references to the term "Guarantor" in the Offer Letter or any other Loan Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company (as applicable).

2. Representations and Warranties. The Company hereby represents and warrants to the Bank, on its own behalf and not on behalf of any other Company, as follows:

(a) It has the requisite power and authority to enter into this Joinder and to perform its obligations hereunder and under the Offer Letter and the other Loan Documents to which it is a party. The execution, delivery and performance of this Joinder by it and the performance of its obligations hereunder and under the Offer Letter and the other Loan Documents (i) have been duly authorized by all necessary shareholder resolutions, director resolutions or other corporate proceedings and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Joinder, the transactions contemplated hereby or the performance of its obligations under the Offer Letter or any other Loan Document and (ii) will not violate any provision of its articles, by-laws or other organizational or corporate governance documents. It has duly executed and delivered this Joinder. This Joinder and the other Loan Documents to which it is a party, when executed, will each constitute a legal, valid and binding obligation of it enforceable against it in accordance with its respective terms, subject, as to the

enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law).

(b) The representations and warranties set forth in the Offer Letter, as and to the extent related to it, are true and correct on and as of the date hereof (except to the extent that such representations and warranties expressly relate to an earlier date, in which case they are true and correct as of such date) with the same effect as if made on and as of such date.

3. Guarantee and Security Agreement. Contemporaneously with the execution and delivery of this Joinder, the Company shall execute and deliver a Guarantee of the obligations of the Borrower to the Bank together with a General Security Agreement and such other security as required under the Offer Letter each in the Bank's standard form.

4. Further Assurances. At any time and from time to time, upon the Bank's request and at the sole expense of the Company, the Company will promptly and duly execute and deliver any and all further instruments and documents and take such further action as the Bank reasonably deems necessary to effect the purposes of this Joinder.

5. Binding Effect. This Joinder shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns.

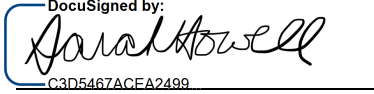
6. Governing Law. This Joinder any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Joinder and the transactions contemplated hereby and thereby shall be construed in accordance with and be governed by the laws of the Province of Alberta.

7. Counterparts and Execution of Documents. This Joinder may be executed in counterparts and by different parties in different counterparts, all of which when taken together will constitute a single contract. Delivery of an executed counterpart or a signature page to this Joinder by telecopy or by sending a scanned or other copy by electronic mail or similar means shall be as effective as delivery of an originally executed counterpart.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned has caused this Joinder to be duly executed as of the day and year first above written.

**ADV: PR 3 MB. LTD.**

By:   
Name: Sarah Howell  
Title: President

This is Exhibit "E" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:



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*Commissioner for Taking Affidavits (or as may be)*

**PATRYK SAWICKI**

## Sawicki, Patryk

---

**To:** Corney, Patrick  
**Subject:** RE: BMO - SERENDIPITY //

**From:** Ari Taub <[ari@taublawn.ca](mailto:ari@taublawn.ca)>  
**Date:** December 18, 2023 at 12:02:02 PM EST  
**To:** "Dyck, Jonathan" <[jdyck@millerthomson.com](mailto:jdyck@millerthomson.com)>  
**Subject:** **[\*\*EXT\*\*]** Re: BMO/Serendipity - Demand Letter and NITES re Serendipity [MTDMS-Legal.FID11520761]

Hi

Thanks for the call.

I don't think item 20 on schedule 'a' is correct. I think that series was paid out and security should be released.

In section 3 of schedule 'b', wildchild should be removed. It's one of the series which wasn't factored. If you have signed docs, then I don't think closing ever occurred.

In the body of the order, 3k and 21 require dollar amounts. Do you want to suggest some? Of does the court add them?

Neither sml nor the spc's plan to contest the order.

Can we get the above changes done and sign a consent order? Is that the next step?

Ari Taub

2008 Olympian, 2007 Pan Am Games Bronze medalist, 2007 Commonwealth Champion, Sports Advocate, Business Lawyer and Speaker.

Ari promotes amateur and pro mixed martial arts through [Hard Knocks Fighting Championship](#). Also, visit us on [Facebook](#). Ari also shares his Olympic story and business message through public speaking engagements.

---

**From:** Dyck, Jonathan <[jdyck@millerthomson.com](mailto:jdyck@millerthomson.com)>  
**Date:** Friday, December 15, 2023 at 4:59 PM  
**To:** Ari Taub <[ari@taublawn.ca](mailto:ari@taublawn.ca)>  
**Subject:** RE: BMO/Serendipity - Demand Letter and NITES re Serendipity [MTDMS-Legal.FID11520761]

Ari,

Further to my voicemail message and earlier e-mail, I am following up with respect to your confirmation that you consent to the appointment of Deloitte as receiver of Serendipity under the BMO security. Following a meeting with Deloitte this morning, we made one small change to the form of Order that was sent to you on Wednesday for your review. Attached are clean and black-lined copies of the draft Order showing that change.

Given the timing and concerns about being able to get court time next week, if we have not heard back from you by 11:30 am EST on Monday, December 18, 2023, we will assume that you are agreeing not to oppose the motion to appoint the receiver and we will request court time next week based on availability. I understand that motions on consent are generally heard at around 9:30 am EST and that you would be able to appear by Zoom.

Also, I confirm that, as you have suggested in the past, we will be reaching out to the other lenders to try to coordinate efforts in this regard. Again, let us know by Monday morning if you have any concerns with such discussions occurring for any reason.

Best,

Jon

**JONATHAN F. DYCK**

Providing services on behalf of a Professional Corporation  
**Partner**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario | M5H 3S1  
**T** +1 416.595.7944  
**C** +1 416.997.1426  
[jdych@millerthomson.com](mailto:jdych@millerthomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)



[Subscribe to our newsletters](#)

---

**From:** Dyck, Jonathan <[jdych@millerthomson.com](mailto:jdych@millerthomson.com)>

**Sent:** Friday, December 15, 2023 3:28 PM

**To:** Ari Taub <[ari@taublaw.ca](mailto:ari@taublaw.ca)>

**Subject:** RE: BMO/Serendipity - Demand Letter and NITES re Serendipity [MTDMS-Legal.FID11520761]

Ari,

Left you a message earlier. Give me a call when you get a chance.

Thanks,

Jon

**JONATHAN F. DYCK**

Providing services on behalf of a Professional Corporation  
**Partner**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario | M5H 3S1  
**T** +1 416.595.7944  
**C** +1 416.997.1426  
[jdych@millerthomson.com](mailto:jdych@millerthomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)



[Subscribe to our newsletters](#)

---

**From:** Dyck, Jonathan <[jdyck@millerthomson.com](mailto:jdyck@millerthomson.com)>  
**Sent:** Wednesday, December 13, 2023 5:20 PM  
**To:** Ari Taub <[ari@taublau.ca](mailto:ari@taublau.ca)>  
**Subject:** RE: BMO/Serendipity - Demand Letter and NITES re Serendipity [MTDMS-Legal.FID11520761]

Ari,

As discussed on our call yesterday, attached is an initial draft of the order appointing the receiver which contains very few changes from the model order. There could be some changes to this as this draft has not been reviewed by the Bank or by the proposed receiver or its counsel but I would suspect that any such changes should be minimal. Let me know your thoughts on consenting to the appointment once you have had a chance to review this. We need written confirmation that consent will be expected in order to get court time which I think would be a good thing for everyone.

In terms of the motion material and supporting affidavit, to the extent this is done on consent, I understand that the affidavit would essentially provide that these entities are indebted to the Bank, the obligations have been demanded and that Serendipity does not have the resources to repay the debt that has been demanded or for the ongoing operation of its business. If the motion is not on consent, the affidavit would have to be more detailed and include additional information which I think would be best to be kept out of the public record at this point.

Happy to discuss if you have any questions once you have had a chance to review this and the draft order. Otherwise, let me know if you are comfortable providing your initial consent at this point so that we can try to get court time scheduled.

Best,

Jon

**JONATHAN F. DYCK**

Providing services on behalf of a Professional Corporation  
**Partner**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario | M5H 3S1  
**T** +1 416.595.7944  
**C** +1 416.997.1426  
[jdyck@millerthomson.com](mailto:jdyck@millerthomson.com)

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**From:** Dyck, Jonathan <[jdyck@millerthomson.com](mailto:jdyck@millerthomson.com)>  
**Sent:** Friday, December 8, 2023 5:03 PM  
**To:** Ari Taub <[ari@taublwa.ca](mailto:ari@taublwa.ca)>  
**Subject:** BMO/Serendipity - Demand Letter and NITES re Serendipity [MTDMS-Legal.FID11520761]

Ari,

As discussed, attached is a copy of the demand letter and Notice of Intention to Enforce Security for Serendipity. Copies of similar documents for each of the Guarantors to follow in a subsequent e-mail.

We will provide copies of the court materials for the appointment of a receiver early next week and you can let us know at that point whether or not you are okay with consenting such appointment.

Best,

Jon

**JONATHAN F. DYCK**  
Providing services on behalf of a Professional Corporation  
**Partner**

**MILLER THOMSON LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario | M5H 3S1  
**T** +1 416.595.7944  
**C** +1 416.997.1426  
[jdyck@millerthomson.com](mailto:jdyck@millerthomson.com)

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Please report any suspicious attachments, links, or requests for sensitive information.

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This is Exhibit "F" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  
  
99FE2CFF19D7432...

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*Commissioner for Taking Affidavits (or as may be)*

**PATRYK SAWICKI**

# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/12/21  
 Time of Search: 11:19 AM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 41135435  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2022500728  
**Business Number:** 744096678  
**Legal Entity Name:** SERENDIPITY MEDIA LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2020/03/02 YYYY/MM/DD

## Registered Office:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

## Records Address:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI		TAUB LAW OFFICE	260005 MOUNTAIN RIDGE PLACE	ROCKY VIEW COUNTY	ALBERTA	T4C2Y1	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL

**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Voting Shareholders:**

**Last Name:** HOWELL FAMILY TRUST  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A" ATTACHED.  
**Share Transfers Restrictions:** NO SHARES IN THE CAPITAL OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE EXPRESS CONSENT OF A MAJORITY OF THE BOARD OF DIRECTORS TO BE SIGNIFIED BY A RESOLUTION OF THE BOARD OF DIRECTORS.  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "B" ATTACHED.

**Holding Shares In:**

<b>Legal Entity Name</b>
S.T.B.M. 1 MS LTD.
SOLVED 3 MB. LTD.
ADV: PR 2 MB. LTD.
ADR: AP 4 MB. LTD.
GHM: 1 MB. LTD.
ADV: PR 3 MB. LTD.

TRANSFORMATIVE CEOS LTD.
SOLVED 1 MB. LTD.
ADR: AP 5 MB. LTD.
SOLVED 2 MB. LTD.
FAKE IT TIL YOU BAKE IT MB LTD.
ADR: AP 6 MB. LTD.
ELEPHANTS NEXT DOOR 1 MB. LTD.
HIGHER EDUCATION 1 MB. LTD.
SOCCER IN SA ON 1 LTD.
2324572 ALBERTA LTD.
TRANSFORMATIVE CEOS 2 MB. LTD.
AFRICAN EVIL 1 MB. LTD.
MASTERS COSPLAY 1 MB. LTD.
SECRETS OF SEAFOOD 1 MB. LTD.
THAT FISHING SHOW 1 MS. LTD.
PET FASHION FRENZY 1 ON. LTD.
ACCELERATE 1 ON. LTD.
KILLER PROFILES 1 ON. LTD.
2343195 ALBERTA LTD.
TRANSFORMATIVE CEOS 3 MB. LTD.
BOY CITY ON LTD.
DO NOT DISTURB ON LTD.
JOT 1 MB. LTD.
MAGNETIC CITIES 1 ON. LTD.
THE OTHER SIDE 1 ON. LTD.
REAL RECYCLING 1 ON. LTD.
TRANSFORMATIVE CEOS 4 MB. LTD.
ASCEND TELEVISION 1 ON. LTD.
PLAY ON GAMING 1 ON. LTD.
ONE DREAM 1 ON. LTD.
ADAPTATION ON LTD.
ANOTHER ROUND 1 MB. LTD.
TRANSFORMATIVE CEOS 5 MB. LTD.
PATH OF TOTALITY ON LTD.
AFRICAN EVIL 2 MB. LTD.
THE COLLECTORS 1 MB. LTD.
NFT EVERYTHING 1 MB. LTD.
ARTISTRY OF DRAG 1 MB. LTD.
THE DEVIL MADE ME DO IT 1 ON. LTD.
AFRICAN SUPERSTITION 1 ON. LTD.
THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.

OFF THE GRID 1 MB. LTD.
COMFORT FOOD 1 ON. LTD.
FERNSBY'S CRYPTID CRITTER CONTROL 1 ON. LTD.
THE LAST VIDEO STORE ON. LTD.
ASCEND TELEVISION 2 ON. LTD.
ASCEND TELEVISION 3 ON. LTD.
THE ENFORCERS 1 ON. LTD.
SOWETO 1 MB. LTD.
WITH A TWIST 1 ON. LTD.
THE LION BEHIND HIM ON LTD.
ANGEL THREE OF LTD.
FUN Q 1 OS LTD.
JOBS OF TOMORROW 2 MS LTD.
TRANSFORMATIVE CEOS 6 MS LTD.
CAMP OF DREAMS OF LTD.
BEHIND THE CURTAIN OF LTD.
MEALZ ON WHEELZ 1 MS LTD.
Y.M.F. 1 OS LTD.
TKM 1 OS LTD.
ADVENTURE COOKING AML 1 OS LTD.
BOTSWANA NFT AML 1 OS LTD.
CHEFS IN THE WILD AML 1 OS LTD.
ASCEND TELEVISION 4 OS LTD.

## Other Information:

### Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2023	2023/03/27

### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2020/03/02	Incorporate Alberta Corporation
2020/03/02	Update Business Number Legal Entity
2020/03/12	Name/Structure Change Alberta Corporation
2022/10/14	Change Agent for Service
2022/10/14	Change Address

2023/03/27

Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

<b>Attachment Type</b>	<b>Microfilm Bar Code</b>	<b>Date Recorded (YYYY/MM/DD)</b>
<a href="#">Share Structure</a>	ELECTRONIC	2020/03/02
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2020/03/02
<a href="#">Share Structure</a>	ELECTRONIC	2020/03/12

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





This is Exhibit "G" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  
  
99FE2CFF19D7432...

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*Commissioner for Taking Affidavits (or as may be)*

**PATRYK SAWICKI**

**EXHIBIT “G”****INDEX OF GUARANTOR CORPORATE PROFILES**

<b>NO.</b>	<b>GUARANTOR ENTITY</b>
1.	ADV: PR 3 MB. LTD.
2.	ADVENTURE COOKING AML 1 OS LTD.
3.	AFRICAN EVIL 1 MB. LTD.
4.	AFRICAN EVIL 2 MB. LTD.
5.	AFRICAN SUPERSTITION 1 ON. LTD.
6.	ANOTHER ROUND 1 MB. LTD.
7.	ARTISTRY OF DRAG 1 MB. LTD.
8.	ASCEND TELEVISION 4 OS LTD.
9.	ASCEND TELEVISION 5 OS LTD.
10.	BOTSWANA NFT AML 1 OS LTD.
11.	CHEFS IN THE WILD AML 1 OS LTD.
12.	FUN Q 1 OS LTD.
13.	JOBS OF TOMORROW 2 MS LTD.
14.	JOT 1 MB. LTD.
15.	MASTERS COSPLAY 1 MB. LTD.
16.	MEALZ ON WHEELZ 1 MS LTD.
17.	SOWETO 1 MB. LTD.
18.	THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.
19.	THE OTHER SIDE 1 ON. LTD.
20.	TRANSFORMATIVE CEOS 4 MB. LTD.
21.	TRANSFORMATIVE CEOS 5 MB. LTD.
22.	TRANSFORMATIVE CEOS 6 MS LTD.
23.	WITH A TWIST 1 ON. LTD.

# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/11/25  
 Time of Search: 07:07 AM  
 Service Request Number: 38696706  
 Customer Reference Number: 04245419-EDD3\_5\_2837784

**Corporate Access Number:** 2022607572  
**Business Number:** 734969538  
**Legal Entity Name:** ADV: PR 3 MB. LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2020/05/11 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA

**Postal Code:** T3G3S2

**Voting Shareholders:**

**Last Name:** 10052519 MANITOBA LTD.  
**Street:** 407 QUEENSTON STREET  
**City:** WINNIPEG  
**Province:** MANITOBA  
**Postal Code:** R3N0X1  
**Percent Of Voting Shares:** 10

**Legal Entity Name:** SERENDIPITY MEDIA LTD.  
**Corporate Access Number:** 2022500728  
**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2  
**Percent Of Voting Shares:** 90

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A" ATTACHED.  
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED.  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "C" ATTACHED.

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2021	2021/06/08

**Outstanding Returns:**

Annual returns are outstanding for the 2022 file year(s).

**Filing History:**

---

<b>List Date (YYYY/MM/DD)</b>	<b>Type of Filing</b>
2020/05/11	Incorporate Alberta Corporation
2020/05/11	Update Business Number Legal Entity
2021/06/08	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

<b>Attachment Type</b>	<b>Microfilm Bar Code</b>	<b>Date Recorded (YYYY/MM/DD)</b>
<a href="#">Share Structure</a>	ELECTRONIC	2020/05/11
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2020/05/11
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2020/05/11

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# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/02/03  
 Time of Search: 03:08 PM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 39103855  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2024538601  
**Business Number:** 705750206  
**Legal Entity Name:** ADVENTURE COOKING AML 1 OS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/08/26 YYYY/MM/DD

## Registered Office:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

## Records Address:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	260005 MOUNTAIN RIDGE PLACE	ROCKY VIEW COUNTY	ALBERTA	T4C2Y1	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL

**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

### Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE RE: SHARE STRUCTURE  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

### Other Information:

#### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/08/26	Incorporate Alberta Corporation
2022/08/26	Update Business Number Legal Entity
2022/10/31	Change Director / Shareholder
2022/10/31	Change Agent for Service
2022/10/31	Change Address

#### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<u>Share Structure</u>	ELECTRONIC	2022/08/26
<u>Restrictions on Share Transfers</u>	ELECTRONIC	2022/08/26
<u>Other Rules or Provisions</u>	ELECTRONIC	2022/08/26

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# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/11/15  
 Time of Search: 10:26 AM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 38632688  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2023330505  
**Business Number:** 771651866  
**Legal Entity Name:** AFRICAN EVIL 1 MB. LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/03/18 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.

**Street/Box Number:** 763 HAWKSIDE MEWS NW**City:** CALGARY**Province:** ALBERTA**Postal Code:** T3G3S2**Voting Shareholders:****Last Name:** 10052519 MANITOBA LTD.**Street:** 407 QUEENSTON STREET**City:** WINNIPEG**Province:** MANITOBA**Postal Code:** R3N0X1**Percent Of Voting Shares:** 9.091**Legal Entity Name:** SERENDIPITY MEDIA LTD.**Corporate Access Number:** 2022500728**Street:** 763 HAWKSIDE MEWS NW**City:** CALGARY**Province:** ALBERTA**Postal Code:** T3G3S2**Percent Of Voting Shares:** 90.909**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments****Share Structure:** SEE SCHEDULE "A" ATTACHED.**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED.**Min Number Of Directors:** 1**Max Number Of Directors:** 9**Business Restricted To:** NONE**Business Restricted From:** NONE**Other Provisions:** SEE SCHEDULE "C" ATTACHED.**Other Information:****Last Annual Return Filed:**

<b>File Year</b>	<b>Date Filed (YYYY/MM/DD)</b>
2022	2022/09/12

**Filing History:**

<b>List Date (YYYY/MM/DD)</b>	<b>Type of Filing</b>
2021/03/18	Incorporate Alberta Corporation
2021/03/18	Update Business Number Legal Entity
2022/09/12	Change Agent for Service
2022/09/12	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

<b>Attachment Type</b>	<b>Microfilm Bar Code</b>	<b>Date Recorded (YYYY/MM/DD)</b>
<u>Share Structure</u>	ELECTRONIC	2021/03/18
<u>Restrictions on Share Transfers</u>	ELECTRONIC	2021/03/18
<u>Other Rules or Provisions</u>	ELECTRONIC	2021/03/18

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/01/27  
 Time of Search: 01:49 PM  
 Service Request Number: 39050094  
 Customer Reference Number: 04344385-EDD3\_5\_2999049

**Corporate Access Number:** 2023900125  
**Business Number:** 764746103  
**Legal Entity Name:** AFRICAN EVIL 2 MB. LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/11/23 YYYY/MM/DD

#### Registered Office:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

#### Records Address:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Email Address:** CORPORATE@TAUBLAW.CA

#### Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	260005 MOUNTAIN RIDGE PLACE	ROCKY VIEW COUNTY	ALBERTA	T4C2Y1	CORPORATE@TAUBLAW.CA

#### Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY

**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Voting Shareholders:**

**Last Name:** 10052519 MANITOBA LTD.  
**Street:** 407 QUEENSTON STREET  
**City:** WINNIPEG  
**Province:** MANITOBA  
**Postal Code:** R3N0X1  
**Percent Of Voting Shares:** 9.09

**Legal Entity Name:** SERENDIPITY MEDIA LTD.  
**Corporate Access Number:** 2022500728  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A" ATTACHED HERETO  
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED HERETO  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "C" ATTACHED HERETO

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2022	2023/01/26

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2021/11/23	Incorporate Alberta Corporation

2021/11/23	Update Business Number Legal Entity
2023/01/26	Change Agent for Service
2023/01/26	Change Address
2023/01/26	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

<b>Attachment Type</b>	<b>Microfilm Bar Code</b>	<b>Date Recorded (YYYY/MM/DD)</b>
<a href="#">Share Structure</a>	ELECTRONIC	2021/11/23
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2021/11/23
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2021/11/23

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/02/14  
 Time of Search: 12:15 PM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 39165207  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2023937911  
**Business Number:** 761445105  
**Legal Entity Name:** AFRICAN SUPERSTITION 1 ON. LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/12/09 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI		TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Street/Box Number:** 763 HAWKSIDE MEWS NW

**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Details From Current Articles:

### The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** SEE SCHEDULE "A" ATTACHED HERETO  
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED HERETO  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "C" ATTACHED HERETO

## Other Information:

### Outstanding Returns:

Annual returns are outstanding for the 2022 file year(s).

### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/12/09	Incorporate Alberta Corporation
2021/12/09	Update Business Number Legal Entity

### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/12/09
Restrictions on Share Transfers	ELECTRONIC	2021/12/09
Other Rules or Provisions	ELECTRONIC	2021/12/09

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/12/20  
 Time of Search: 12:40 PM  
 Service Request Number: 38841775  
 Customer Reference Number: 04287587-EDD3\_5\_2909531

**Corporate Access Number:** 2023826791  
**Business Number:** 770883502  
**Legal Entity Name:** ANOTHER ROUND 1 MB. LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/10/21 YYYY/MM/DD

#### Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

#### Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

#### Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

#### Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA

Postal Code: T3G3S2

### Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

Share Structure: SEE SCHEDULE RE: AUTHORIZED SHARES  
 Share Transfers Restrictions: SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
 Min Number Of Directors: 1  
 Max Number Of Directors: 9  
 Business Restricted To: NONE  
 Business Restricted From: NONE  
 Other Provisions: SEE SCHEDULE RE: OTHER PROVISIONS

### Other Information:

#### Outstanding Returns:

Annual returns are outstanding for the 2022 file year(s).

#### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/10/21	Incorporate Alberta Corporation
2021/10/21	Update Business Number Legal Entity

#### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2021/10/21
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2021/10/21
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2021/10/21

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/11/07  
 Time of Search: 12:47 PM  
 Search provided by: MILLER THOMSON LLP- EDMONTON  
 Service Request Number: 38595848  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2023904473  
**Business Number:** 763598208  
**Legal Entity Name:** ARTISTRY OF DRAG 1 MB. LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/11/25 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.

**Street/Box Number:** 763 HAWKSIDE MEWS NW**City:** CALGARY**Province:** ALBERTA**Postal Code:** T3G3S2**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments****Share Structure:** SEE SCHEDULE RE: AUTHORIZED SHARES**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS**Min Number Of Directors:** 1**Max Number Of Directors:** 9**Business Restricted To:** NONE**Business Restricted From:** NONE**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS**Other Information:****Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2021/11/25	Incorporate Alberta Corporation
2021/11/25	Update Business Number Legal Entity

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2021/11/25
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2021/11/25
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2021/11/25

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/06/21  
 Time of Search: 11:47 AM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 39979225  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2024660405  
**Business Number:** 795785211  
**Legal Entity Name:** ASCEND TELEVISION 4 OS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/10/19 YYYY/MM/DD

## Registered Office:

**Street:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

## Records Address:

**Street:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	260005 MOUNTAIN RIDGE PL	ROCKY VIEW COUNTY	ALBERTA	T4C2Y1	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH

**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

### Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE RE: SHARE STRUCTURE  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

### Other Information:

#### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/10/19	Incorporate Alberta Corporation
2022/10/19	Update Business Number Legal Entity

#### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/10/19
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/10/19
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/10/19

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/07/24  
 Time of Search: 01:33 PM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 40172211  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2025205507  
**Business Number:** 749211215  
**Legal Entity Name:** ASCEND TELEVISION 5 OS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2023/05/30 YYYY/MM/DD

## Registered Office:

**Street:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

## Records Address:

**Street:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.		260005 MOUNTAIN RIDGE PL	ROCKY VIEW COUNTY	ALBERTA	T4C2Y1	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH

**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

### Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE RE: AUTHORIZED SHARES  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

### Other Information:

#### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2023/05/30	Incorporate Alberta Corporation
2023/05/30	Update Business Number Legal Entity

#### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2023/05/30
Restrictions on Share Transfers	ELECTRONIC	2023/05/30
Other Rules or Provisions	ELECTRONIC	2023/05/30

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/12/20  
 Time of Search: 12:40 PM  
 Service Request Number: 38841779  
 Customer Reference Number: 04287588-EDD3\_5\_2909532

**Corporate Access Number:** 2024540169  
**Business Number:** 705743201  
**Legal Entity Name:** BOTSWANA NFT AML 1 OS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/08/26 YYYY/MM/DD

#### Registered Office:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

#### Records Address:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Email Address:** CORPORATE@TAUBLAW.CA

#### Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	260005 MOUNTAIN RIDGE PLACE	ROCKY VIEW COUNTY	ALBERTA	T4C2Y1	CORPORATE@TAUBLAW.CA

#### Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PLACE

**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

### Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE RE: SHARE STRUCTURE  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

### Other Information:

#### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/08/26	Incorporate Alberta Corporation
2022/08/26	Update Business Number Legal Entity
2022/10/31	Change Director / Shareholder
2022/10/31	Change Address
2022/10/31	Change Agent for Service

#### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/08/26
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/08/26
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/08/26

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



**URAN**

# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/02/14  
 Time of Search: 03:00 PM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 39168367  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2024551877  
**Business Number:** 706058104  
**Legal Entity Name:** CHEFS IN THE WILD AML 1 OS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/08/31 YYYY/MM/DD

## Registered Office:

**Street:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

## Records Address:

**Street:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	260005 MOUNTAIN RIDGE PL	ROCKY VIEW COUNTY	ALBERTA	T4C2Y1	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH

**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

### Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE RE: AUTHORIZED SHARES  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

### Other Information:

#### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/08/31	Incorporate Alberta Corporation
2022/08/31	Update Business Number Legal Entity
2022/10/04	Change Address
2022/10/04	Change Agent for Service
2022/10/31	Change Director / Shareholder

#### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2022/08/31
Restrictions on Share Transfers	ELECTRONIC	2022/08/31
Other Rules or Provisions	ELECTRONIC	2022/08/31

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/10/19  
 Time of Search: 02:08 PM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 38485418  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2024317824  
**Business Number:** 726402308  
**Legal Entity Name:** FUN Q 1 OS LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/05/17 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.

**Street/Box Number:** 763 HAWKSIDE MEWS NW**City:** CALGARY**Province:** ALBERTA**Postal Code:** T3G3S2**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments****Share Structure:** SEE SCHEDULE RE: SHARE STRUCTURE**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS**Min Number Of Directors:** 1**Max Number Of Directors:** 9**Business Restricted To:** NONE**Business Restricted From:** NONE**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS**Other Information:****Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/05/17	Incorporate Alberta Corporation
2022/05/17	Update Business Number Legal Entity

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2022/05/17
Restrictions on Share Transfers	ELECTRONIC	2022/05/17
Other Rules or Provisions	ELECTRONIC	2022/05/17

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/10/12  
 Time of Search: 01:19 PM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 38442148  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2024327252  
**Business Number:** 724600408  
**Legal Entity Name:** JOBS OF TOMORROW 2 MS LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/05/19 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.

**Street/Box Number:** 763 HAWKSIDE MEWS NW

**City:** CALGARY

**Province:** ALBERTA

**Postal Code:** T3G3S2

## Details From Current Articles:

### The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** SEE SCHEDULE RE: SHARE STRUCTURE

**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS

**Min Number Of Directors:** 1

**Max Number Of Directors:** 9

**Business Restricted To:** NONE

**Business Restricted From:** NONE

**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

## Other Information:

### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/05/19	Incorporate Alberta Corporation
2022/05/19	Update Business Number Legal Entity

### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2022/05/19
Restrictions on Share Transfers	ELECTRONIC	2022/05/19
Other Rules or Provisions	ELECTRONIC	2022/05/19

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/09/22  
 Time of Search: 01:04 PM  
 Search provided by: MILLER THOMSON LLP- EDMONTON  
 Service Request Number: 38332490  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2023614940  
**Business Number:** 788397602  
**Legal Entity Name:** JOT 1 MB. LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/07/13 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.

**Street/Box Number:** 763 HAWKSIDE MEWS NW**City:** CALGARY**Province:** ALBERTA**Postal Code:** T3G3S2**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments****Share Structure:** SEE SCHEDULE RE: AUTHORIZED SHARES**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS**Min Number Of Directors:** 1**Max Number Of Directors:** 9**Business Restricted To:** NONE**Business Restricted From:** NONE**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS**Other Information:****Outstanding Returns:**

Annual returns are outstanding for the 2022 file year(s).

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2021/07/13	Incorporate Alberta Corporation
2021/07/13	Update Business Number Legal Entity

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2021/07/13
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2021/07/13
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2021/07/13

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/01/31  
 Time of Search: 09:45 AM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 39064903  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2023330521  
**Business Number:** 771646064  
**Legal Entity Name:** MASTERS COSPLAY 1 MB. LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/03/18 YYYY/MM/DD

## Registered Office:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

## Records Address:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	260005 MOUNTAIN RIDGE PLACE	ROCKY VIEW COUNTY	ALBERTA	T4C2Y1	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL

**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Voting Shareholders:**

**Last Name:** 10052519 MANITOBA LTD.  
**Street:** 407 QUEENSTON STREET  
**City:** WINNIPEG  
**Province:** MANITOBA  
**Postal Code:** R3N0X1  
**Percent Of Voting Shares:** 9.09

**Legal Entity Name:** SERENDIPITY MEDIA LTD.  
**Corporate Access Number:** 2022500728  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A" ATTACHED.  
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED.  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "C" ATTACHED.

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)

2022	2022/11/29
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**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2021/03/18	Incorporate Alberta Corporation
2021/03/18	Update Business Number Legal Entity
2022/11/29	Change Agent for Service
2022/11/29	Change Address
2022/11/29	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/03/18
Restrictions on Share Transfers	ELECTRONIC	2021/03/18
Other Rules or Provisions	ELECTRONIC	2021/03/18

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/11/07  
 Time of Search: 12:55 PM  
 Search provided by: MILLER THOMSON LLP- EDMONTON  
 Service Request Number: 38595966  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2024354397  
**Business Number:** 723148300  
**Legal Entity Name:** MEALZ ON WHEELZ 1 MS LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/06/02 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.

**Street/Box Number:** 763 HAWKSIDE MEWS NW**City:** CALGARY**Province:** ALBERTA**Postal Code:** T3G3S2**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments****Share Structure:** SEE SCHEDULE RE: SHARE STRUCTURE**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS**Min Number Of Directors:** 1**Max Number Of Directors:** 9**Business Restricted To:** NONE**Business Restricted From:** NONE**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS**Other Information:****Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/06/02	Incorporate Alberta Corporation
2022/06/02	Update Business Number Legal Entity

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/06/02
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/06/02
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/06/02

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/01/31  
 Time of Search: 09:46 AM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 39064924  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2024248748  
**Business Number:** 732609706  
**Legal Entity Name:** SOWETO 1 MB. LTD.  
  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/04/19 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI		TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Street/Box Number:** 763 HAWKSIDE MEWS NW

**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Details From Current Articles:

### The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** SEE SCHEDULE RE: AUTHORIZED SHARES  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

## Other Information:

### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/04/19	Incorporate Alberta Corporation
2022/04/19	Update Business Number Legal Entity

### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<u>Share Structure</u>	ELECTRONIC	2022/04/19
<u>Restrictions on Share Transfers</u>	ELECTRONIC	2022/04/19
<u>Other Rules or Provisions</u>	ELECTRONIC	2022/04/19

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/02/07  
Time of Search: 08:08 AM  
Search provided by: MILLER THOMSON LLP - CALGARY  
Service Request Number: 39115761  
Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2023941111  
**Business Number:** 760319806  
**Legal Entity Name:** THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/12/10 YYYY/MM/DD

**Registered Office:**  
**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Records Address:**  
**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI		TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

**Directors:**

**Last Name:** HOWELL  
**First Name:** SARAH  
**Street/Box Number:** 763 HAWKSIDE MEWS NW



**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Details From Current Articles:

### The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** SEE SCHEDULE "A" ATTACHED HERETO  
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED HERETO  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "C" ATTACHED HERETO

## Other Information:

### Outstanding Returns:

Annual returns are outstanding for the 2022 file year(s).

### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/12/10	Incorporate Alberta Corporation
2021/12/10	Update Business Number Legal Entity

### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/12/10
Restrictions on Share Transfers	ELECTRONIC	2021/12/10
Other Rules or Provisions	ELECTRONIC	2021/12/10

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/11/15  
 Time of Search: 10:28 AM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 38632719  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2023651322  
**Business Number:** 785267006  
**Legal Entity Name:** THE OTHER SIDE 1 ON. LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/07/30 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS N.W.	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH

**Middle Name:** E.  
**Street/Box Number:** 763 HAWKSIDE MEWS N.W.  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Details From Current Articles:

### The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** SEE SCHEDULE RE: AUTHORIZED SHARES  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

## Other Information:

### Outstanding Returns:

Annual returns are outstanding for the 2022 file year(s).

### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/07/30	Incorporate Alberta Corporation
2021/07/30	Update Business Number Legal Entity

### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<u>Share Structure</u>	ELECTRONIC	2021/07/30
<u>Restrictions on Share Transfers</u>	ELECTRONIC	2021/07/30
<u>Other Rules or Provisions</u>	ELECTRONIC	2021/07/30

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/03/28  
 Time of Search: 09:39 AM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 39440089  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2023709971  
**Business Number:** 780511903  
**Legal Entity Name:** TRANSFORMATIVE CEOS 4 MB. LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/08/27 YYYY/MM/DD

## Registered Office:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

## Records Address:

**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	260005 MOUNTAIN RIDGE PLACE	ROCKY VIEW COUNTY	ALBERTA	T4C2Y1	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL

**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1

**Voting Shareholders:**

**Last Name:** 10052519 MANITOBA LTD.  
**Street:** 407 QUEENSTON STREET  
**City:** WINNIPEG  
**Province:** MANITOBA  
**Postal Code:** R3N0X1  
**Percent Of Voting Shares:** 9.09

**Legal Entity Name:** SERENDIPITY MEDIA LTD.  
**Corporate Access Number:** 2022500728  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE RE: AUTHORIZED SHARES  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

**Other Information:**

**Last Annual Return Filed:**

<b>File Year</b>	<b>Date Filed (YYYY/MM/DD)</b>
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2022	2022/12/28
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**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2021/08/27	Incorporate Alberta Corporation
2021/08/27	Update Business Number Legal Entity
2022/12/28	Change Agent for Service
2022/12/28	Change Address
2022/12/28	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/08/27
Restrictions on Share Transfers	ELECTRONIC	2021/08/27
Other Rules or Provisions	ELECTRONIC	2021/08/27

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/09/22  
 Time of Search: 12:59 PM  
 Search provided by: MILLER THOMSON LLP- EDMONTON  
 Service Request Number: 38332402  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2023833714  
**Business Number:** 769688201  
**Legal Entity Name:** TRANSFORMATIVE CEOS 5 MB. LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2021/10/25 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS N.W.  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS N.W.  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS N.W.	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH

**Middle Name:** E.  
**Street/Box Number:** 763 HAWKSIDE MEWS N.W.  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Details From Current Articles:

### The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** SEE SCHEDULE RE: AUTHORIZED SHARES  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

## Other Information:

### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/10/25	Incorporate Alberta Corporation
2021/10/25	Update Business Number Legal Entity

### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2021/10/25
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2021/10/25
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2021/10/25

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/10/12  
 Time of Search: 01:17 PM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 38442121  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2024327302  
**Business Number:** 725758106  
**Legal Entity Name:** TRANSFORMATIVE CEOS 6 MS LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/05/19 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI	M.	TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.

**Street/Box Number:** 763 HAWKSIDE MEWS NW**City:** CALGARY**Province:** ALBERTA**Postal Code:** T3G3S2**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments****Share Structure:** SEE SCHEDULE RE: SHARE STRUCTURE**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS**Min Number Of Directors:** 1**Max Number Of Directors:** 9**Business Restricted To:** NONE**Business Restricted From:** NONE**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS**Other Information:****Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/05/19	Incorporate Alberta Corporation
2022/05/19	Update Business Number Legal Entity

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2022/05/19
Restrictions on Share Transfers	ELECTRONIC	2022/05/19
Other Rules or Provisions	ELECTRONIC	2022/05/19

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/10/24  
 Time of Search: 10:36 AM  
 Search provided by: MILLER THOMSON LLP - CALGARY  
 Service Request Number: 38507077  
 Customer Reference Number: 0193385.0141

**Corporate Access Number:** 2024252450  
**Business Number:** 731964102  
**Legal Entity Name:** WITH A TWIST 1 ON. LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/04/21 YYYY/MM/DD

## Registered Office:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Records Address:

**Street:** 763 HAWKSIDE MEWS NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

**Email Address:** CORPORATE@TAUBLAW.CA

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TAUB	ARI		TAUB LAW OFFICE	763 HAWKSIDE MEWS NW	CALGARY	ALBERTA	T3G3S2	CORPORATE@TAUBLAW.CA

## Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Street/Box Number:** 763 HAWKSIDE MEWS NW

**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3S2

## Details From Current Articles:

### The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** SEE SCHEDULE RE: AUTHORIZED SHARES  
**Share Transfers Restrictions:** SEE SCHEDULE RE: TRANSFER RESTRICTIONS  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE RE: OTHER PROVISIONS

## Other Information:

### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/04/21	Incorporate Alberta Corporation
2022/04/21	Update Business Number Legal Entity


### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<u>Share Structure</u>	ELECTRONIC	2022/04/21
<u>Restrictions on Share Transfers</u>	ELECTRONIC	2022/04/21
<u>Other Rules or Provisions</u>	ELECTRONIC	2022/04/21

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "H" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  
  
99FE2CFF19D7432...

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*Commissioner for Taking Affidavits (or as may be)*

**PATRYK SAWICKI**



## PRODUCTION SECURITY AGREEMENT

TO: **BANK OF MONTREAL** (the "**Bank**")

**WHEREAS** the undersigned (the "**Borrower**") has requested that the Bank provide certain financing to Borrower pursuant to an Offer to Financing dated as of August 23, 2022 (the "**Offer to Finance**") to assist in the interim financing of Eligible Productions (collectively herein, the "**Projects**" and each a "**Project**") produced by Guarantors and/or Third-party Borrowers;

**AND WHEREAS** the Borrower has agreed to enter into this Production Security Agreement with the Bank as security for the repayment of all indebtedness, obligations and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, of the Borrower to the Bank in connection with the Offer to Finance, including without limitation all expenses (including legal fees on a solicitor and client basis) incurred by the Bank, its receiver or agent in the preparation, perfection and/or enforcement of security or other agreements held by the Bank in respect of such indebtedness, obligations or liabilities, and interest thereon in respect of the Project (collectively, the "**Indebtedness**"); and

**AND WHEREAS** capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Offer to Finance.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### SECTION 1. - GRANT OF SECURITY INTEREST

- 1(1) The Borrower grants to the Bank, by way of mortgage, charge, assignment and transfer, a security interest (the "**Security Interest**") in all of the following undertaking and Personal Property (collectively, the "**Collateral**") of the Borrower:
  - (a) all debts, claims, demands, monies and other rights, securities and choses in action of the Borrower relating to each Project (collectively, the "**Entitlements**") including, without limitation, all accounts receivable and other book debts (collectively, the "**Assigned Amounts**"), now or hereafter to become due to the Borrower from any other parties (collectively, the "**Designated Payees**") to agreements entered into by the Borrower in connection with each Project (together with all amendments, renewals and substitutions, the "**Production Agreements**") and all books and accounts, letters, invoices, paper and documents in any way evidencing or relating to the Entitlements;
  - (b) all of the Borrower's rights in and to the Project and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made, acquired or produced including, without limitation, any sequels to or adaptations of the Project or any television Film based thereon and such other rights of the Borrower, if any, described in Schedule "A";
  - (c) all of the loan and security documents granted by a Third-party Borrower and any related parties to the Borrower under or in connection with a loan by the

Borrower to a Third-party Borrower (each a "**Production Loan**") in respect of an Eligible Production (collectively, "**Assigned Third Party Loan Documents**") including, without limitation, any commitment letters, loan agreements or other similar lending documents and all guarantee, security agreements, copyright mortgages, or other similar security documents entered into in connection therewith; and

- (d) all sums owed or payable or which become owing or payable after the date hereof to the Borrower in respect of each Production Loan including, without limitation, pursuant to any of the Assigned Third Party Loan Documents.

1(2) The Security Interest shall not extend or attach to any property that constitutes consumer goods for the personal use of the Borrower; or to any personal property held in trust by the Borrower and lawfully belonging to others, or to the last day of the term of any lease, or agreement now held or hereafter acquired by the Borrower, provided that upon the enforcement of the Security Interest the Borrower shall stand possessed of such last day in trust to assign and dispose of the same to any person acquiring such term. To the extent that the creation of the Security Interest would constitute a breach or cause the acceleration of any agreement, right, license or permit to which the Borrower is a party, the Security Interest shall not attach thereto but the Borrower shall hold its interest therein for the Bank and shall assign such agreement, right, license or permit to the Bank forthwith upon obtaining the consent of the other party thereto.

## **SECTION 2. – ATTACHMENT**

2(1) The Borrower acknowledges that the Borrower and the Bank intend the Security Interest in existing Collateral to attach upon the execution of this Production Security Agreement; that value has been given; that the Borrower has rights in such existing Collateral; and that the Borrower and the Bank intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Borrower acquires rights in such after acquired Collateral.

## **SECTION 3. - REPRESENTATIONS AND WARRANTIES**

3(1) The Borrower represents and warrants and, so long as this Production Security Agreement remains in effect, shall be deemed to continuously represent and warrant, to the Bank that:

- (a) the Collateral is genuine and owned by the Borrower free of all security interests, mortgages, liens, claims, charges or other encumbrances (collectively, "**Encumbrances**"), save for the Security Interest and any other Permitted Liens.
- (b) it owns all right, title and interest in the Collateral subject to the Security Interest and Permitted Liens and that it is fully able, empowered and authorized to grant the Security Interest as collateral security for the Indebtedness.
- (c) each of the Production Agreements and Third Party Loan Documents has been duly authorized, executed and delivered by the Borrower and constitutes a legal, valid, binding and enforceable obligation of the Borrower and, to the best of the Borrower's knowledge and belief, without having made inquiry, of each

Designated Payee, each Third-party Borrower and related parties, enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors rights and to the availability of equitable remedies in enforcement proceedings.

#### **SECTION 4. - COVENANTS AND AGREEMENTS**

- 4(1) The Borrower covenants and agrees with the Bank that so long as this Production Security Agreement remains in effect, the Borrower shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, transfer, assignment, assurance, document or instrument as the Bank may reasonably require for the better granting, mortgaging, charging, assigning and transferring unto the Bank the property and assets hereby subjected or intended to be subject to the Security Interest or which the Borrower may hereafter become bound to mortgage, charge, assign, transfer or subject to the Security Interest in favour of the Bank and for the better accomplishing and effectuating of this Production Security Agreement and the provisions contained herein and each and every officer of the Bank is irrevocably appointed attorney to execute in the name and on behalf of the Borrower any document or instrument for the said purposes.
- 4(2) The Borrower constitutes and appoints the Bank its true and lawful attorney-in-fact, as long as the Bank holds its security interest in the Project, to register, renew and extend all copyrights in and to the Project, to execute, acknowledge, deliver and record all deeds and documents and to do all acts and things permitted or contemplated by the terms hereof.

All authorizations and agencies herein contained with respect to each Project are irrevocable and powers coupled with an interest.

#### **SECTION 5. - DEFAULT**

- 5(1) The Borrower shall be in default under this Production Security Agreement upon the occurrence of any one of the following events:
- (a) the nonpayment by the Borrower, when due, whether by acceleration or otherwise, of any of the Indebtedness;
  - (a) the failure of the Borrower to observe or perform any material covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not;
  - (b) the Borrower defaults in the observance or performance of any provision in any Production Agreement enabling a Designated Payee to terminate such Production Agreement;
  - (c) the Borrower ceases to carry on business;
  - (d) the Borrower becomes insolvent, commits an act of bankruptcy, makes an assignment in bankruptcy or a bulk sale of its assets, any proceeding for

relief as a Borrower or liquidation, re-assignment or winding-up is commenced with respect to the Borrower or a bankruptcy petition is filed or presented against the Borrower and is not bona fide opposed by the Borrower;

- (e) the death or a declaration of incompetency by a court of competent jurisdiction with respect to the Borrower, if an individual;
- (f) an execution or any other process of the Court becomes enforceable against the Borrower or a distress or an analogous process is levied upon the property of the Borrower or any part thereof; or
- (g) the Borrower defaults in the observance or performance of any provision relating to indebtedness of the Borrower to any creditor other than the Bank and thereby enables such creditor to demand payment of such indebtedness.

5(2) the Bank may in writing waive any breach by the Borrower of any of the provisions contained herein or any default by the Borrower in the observance or performance of any covenant or condition required by the Bank to be observed or performed by the Borrower; provided that no act or omission by the Bank in this connection shall extend to or be taken to affect any subsequent breach or default or the rights resulting therefrom.

#### **SECTION 6. - REMEDIES OF THE BANK**

6(1) Upon any default under this Production Security Agreement, the Bank may declare any or all of the Indebtedness to be immediately due and payable and, in addition to all rights and remedies available to a secured party upon default under the PPSA, the Bank may proceed to realize the security hereby constituted and to enforce its rights by entry or by the appointment by instrument in writing of a receiver or receivers of all or any part of the Collateral and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Borrower.

6(2) Any such receiver or receivers so appointed shall have power:

- (a) to take possession of the Collateral or any part thereof and to carry on the business of the Borrower;
- (b) to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Borrower;

- (c) to further charge the Collateral in priority to the Security Interest as security for money so borrowed; and
- (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as such receiver or receivers shall determine.

In exercising any powers any such receiver or receivers shall be deemed to act as agent or agents for the Borrower and the Bank shall not be responsible for the actions of such agent or agents.

- 6(3) In addition, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral and any such sale may be made hereunder by public auction, by public tender or by private contract, with or without notice (except as required by law), advertising or any other formality, all of which are hereby waived by the Borrower, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such Collateral.
- 6(4) Subject to the terms and conditions of any completion guarantee for a Project, the Bank may, but shall not be obligated to, take over the production of such Project. If the Bank takes over production of a Project, the Bank may, subject to the terms of each of the Production Agreements, substitute personnel, cut, edit, score, and make such changes in such Project as it may desire, abandon production of such Project, and be free of any obligation to make any payment in any such event of any fee payable to the Borrower or any officer or director of the Borrower in connection with the production of such Project. The Borrower agrees to waive any right to claim that it sustained any loss or damage by reason or as a result of any action taken by the Bank, provided such action is not negligent nor constitutes willful misconduct on the part of the Bank.
- 6(5) No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, and any one or more of such remedies may from time to time be exercised independently or in combination.
- 6(6) The term "receiver" as used in this Production Security Agreement includes a receiver and manager.

## **SECTION 7. - RIGHTS OF THE BANK**

- 7(1) All payments made in respect of the Indebtedness and money realized from any securities held therefor may be applied on such part or parts of the Indebtedness as the Bank may see fit and the Bank shall at all times and from time to time have the right to change any appropriation of any money received and to reapply the same on any other part or parts of the Indebtedness as the Bank may see fit, notwithstanding any previous application by whomsoever made.
- 7(2) The Borrower grants to the Bank the right to set off against any and all accounts, credits or balances maintained by it with the Bank, the aggregate amount of any of the

Indebtedness when the same shall become due and payable whether at maturity, upon acceleration of maturity thereof or otherwise.

- 7(3) The Bank, without exonerating in whole or in part the Borrower, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Borrower and all other persons and securities as the Bank may see fit.
- 7(4) If it is expedient in the opinion of the Bank or its counsel acting reasonably to perform any obligation of the Borrower with respect to any Production Agreement if Borrower is unable or willing to do so or to avoid disputes or delays or otherwise, the Bank is authorized, but shall not be bound or required, to perform such obligation or to employ such persons or parties for such purpose in the name and as the agent of the Borrower; and any amount paid by the Bank in respect thereof, as well as any other costs, damages or expenses incurred by the Bank, shall be added to the Indebtedness and bear interest at the same rate as the Indebtedness and be secured hereby.
- 7(5) The Bank may assign, transfer and deliver to any transferee any of the Indebtedness or any security or any documents or instruments held by the Bank in respect thereof provided that no such assignment, transfer or delivery shall release the Borrower from any of the Indebtedness; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of the Bank.

## **SECTION 8 – MISCELLANEOUS**

- 8(1) This Production Security Agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document or instrument now or hereafter held by the Bank or existing at law, in equity or by statute.
- 8(2) Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness of the Borrower to the Bank.
- 8(3) This Production Security Agreement shall be binding upon the Borrower and its heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Borrower and shall enure to the benefit of the Bank and its successors and assigns,
- 8(4) The Borrower acknowledges and agrees that, in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term "Borrower" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interest granted hereby:

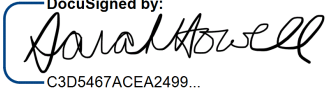
- (a) shall extend and attach to "**Collateral**" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "**Collateral**" thereafter owned or acquired by the amalgamated corporation.
  - (b) shall secure the "**Indebtedness**" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to the Bank at the time of amalgamation and any "**Indebtedness**" of the amalgamated corporation to the Bank thereafter arising.
- 8(5) In interpreting this Production Security Agreement, capitalized terms used but not defined herein or in the shall have the same meaning as defined in the PPSA, as herein defined, unless the context otherwise requires. Words importing gender shall include all genders. Words importing the singular number shall include the plural and vice versa.
- 8(6) If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 8(7) The headings in this Production Security Agreement are included herein for convenience of reference only, and shall not constitute a part of this Production Security Agreement for any other purpose. The contents and provisions of the Schedules are hereby incorporated by reference.
- 8(8) Any notice or statement referred to herein may be delivered, sent by facsimile machine, by electronic mail or providing that postal service throughout Canada is fully operative, may be mailed by ordinary prepaid mail to the Borrower at its last address known to the Bank and the Borrower shall be deemed to have received such notice or statement on the day of delivery, if delivered or sent by electronic mail, one business day after transmission and confirmation received if sent by facsimile machine and three business days after mailing, if mailed.
- 8(9) Where any provision or remedy contained or referred to in this Production Security Agreement is prohibited, modified or altered by the laws of any province or territory of Canada which governs that aspect of this Production Security Agreement and the provision or remedies may be waived or excluded by the Borrower in whole or in part, the Borrower hereby waives and excludes such provision to the fullest extent permissible by law.
- 8(10) In the event the Borrower is a body corporate, it is hereby agreed that *The Limitations of Civil Rights Act* of the Province of Saskatchewan, or any provision thereof, shall have no application to this Production Security Agreement or any agreement or instrument renewing or extending or collateral to this Production Security Agreement.
- 8(11) This Production Security Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta as the same may be in effect from time to time including, where applicable, the *Personal Property Security Act* of that Province (as amended or substituted, the "**PPSA**"). For the purpose of legal proceedings this

Production Security Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this Production Security Agreement and the Borrower hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Borrower in the courts of any other Province, country or jurisdiction.

8(12) The Borrower acknowledges having received a copy of this Production Security Agreement.

DATED as of the 5th day of October, 2022.

**SERENDIPITY MEDIA LTD.**

By:  C3D5467ACEA2499...  
Name: Sarah Howell  
Title: President

I have authority to bind the Corporation.



## SCHEDULE "A"

### INTELLECTUAL PROPERTY

All rights of the Borrower of every kind and nature (including, without limitation, copyrights) in and to any or all of the following relating to each Project:

1. all literary, musical, dramatic or other literary material of any kind or nature upon which in whole or in part, such Project (as used herein, such term shall include all of the following rights and property) is or may be based, or from which such Project is or may be adapted or inspired or which may be or has been used or included in such Project including, without limitation, all scripts, scenarios, screenplays, bibles, stories, treatments, novels, outlines, books, titles, concepts, characters, manuscripts or other properties or materials of any kind or nature in whatever state of completion and all drafts, versions and variations thereof (collectively, the "**Literary Property**");
2. all physical properties of every kind or nature of or relating to such Project and all versions thereof including, without limitation, all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of such Project, and all versions thereof or any part thereof including, without limitation, the Literary Property, exposed film, developed film, positive, negatives, prints, answer prints, special effects, pre-print materials (including interpositives, negatives, duplicate negatives, internegatives, colour reversals, intermediates, lavender, fine grain master prints and matrices and all other forms of pre-print elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised), soundtracks, recordings, audio and video tapes and discs of all types and gauges, cutouts, trims and any and all other physical properties of every kind and nature relating to such Project in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof (collectively, the "**Physical Properties**");
3. all rights of the Borrower of every kind or nature in and to any and all music and musical compositions created for, used or to be used in connection with such Project including, without limitation, all copyrights therein and all rights to perform, copy, record, re-record, produce, publish, reproduce or synchronize any or all of said music and musical compositions;
4. to the extent necessary or desirable to complete such Project, all rights of the Borrower, if any, of every kind or nature, present and future, in and to all agreements relating to the development, production, completion, delivery and exploitation of such Project including, without limitation, all agreements for personal services, including the services of writers, directors, cast, producers, special effects personnel, personnel, animators, cameramen and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, animation services, special effects services and laboratory contracts;

5. all rights of the Borrower, if any, to any insurance and insurance policies in respect of such Project or the insurable properties thereof and/or any person or persons engaged in the development, production, completion, delivery, or exploitation of such Project including, without limitation, any key man, political risk or time variance contingency insurance and the proceeds thereof;
6. all rights of the Borrower, if any, in and to any copyrights, rights in copyright, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, obtained or to be obtained in respect of such Project or the Literary Property or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes, to register claim under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) to sue in the name of the Borrower or in the name of the Bank for past, present, and future infringements of copyright, subject to each of the Production Agreements;
7. all rights of the Borrower, if any, to produce, acquire, release, sell, distribute, sub-distribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit such Project, the Literary Property and any and all right therein in perpetuity, in any manner and in any media whatsoever now known or hereafter created including, without limitation, all computer driven, digital or optical driven media including, without limitation, CD-ROM and so called "videogames", throughout the universe including, without limitation, by projection, radio, all forms of television (including, without limitation, free, pay, toll, cable, sustaining, subscription, sponsored and direct satellite broadcast), in theatres, non-theatrically, on cassettes, cartridges and discs and by any and all other scientific, mechanical or electronic means, methods, processes or devices now known or hereafter conceived, devised or created;
8. all rights of the Borrower of any kind or nature, direct or indirect, if any, to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit such Project, or any rights in such Project including, without limitation, pursuant to agreements between the Borrower and any corporation controlling, controlled by, or under common control with the Borrower (a "**Subsidiary**") which relate to the ownership, production or financing of such Project;
9. all contract rights and general intangibles which grant to any person any right to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit such Project, or any rights in such Project including, without limitation, all such rights pursuant to agreements between the Borrower and any Subsidiary which relate to the ownership, production or financing of such Project;
10. all rent, revenues, income, compensation, products, increases, proceeds and profits or other property obtained or to be obtained by the Borrower from the production, release, sale, distribution, subdistribution, lease, sublease, marketing, licensing, sub-licensing, exhibition, broadcast, transmission, reproduction, ownership exploitation

or other uses or disposition of such Project, and the Literary Property (or any rights therein or part thereof}, in any and all media including, without limitation, the properties thereof and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatsoever;

11. any and all of the Borrower's accounts, accounts receivable, general intangibles, contract rights, chattel paper, documents, instruments and goods, including inventory, not elsewhere included in this definition, which may arise in connection with the creation, production, completion, delivery, financing ownership, possession or exploitation of such Project;
12. any and all documents, receipts or books and records, of the Borrower including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseperson or bailee, with respect to such Project and any element thereof;
13. all accounts receivable, all contract rights, all general intangibles (as such terms are defined above), of the Borrower including, without limitation, all rights to receive the payment of money, or other valuable consideration, all receivables and all other rights to receive the payment of money including, without limitation, under present or future contracts or agreements (whether or not earned by performance), from the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sub-licensing and other exploitation of such Project or the Literary Property or any part thereof or any rights therein in any medium, whether now known or hereafter developed, by any means, method, process, or device in any market including, without limitation, all of the Borrower's right, title and interest in, to and under any of the Production Agreements, including the Borrower's rights to receive payments thereunder, and all other rights to receive film rentals, license fees, royalties and other amounts of every description including, without limitation, from: (A) non-theatrical exhibitors, television networks and stations and airlines, cable television systems, pay television operators, whether on a subscription, per charge basis or otherwise, and other exhibitors; (B) distributors, subdistributors, lessees, sublessees, licensees and sublicensees (including any Subsidiary); and (C) any other person or entity that distributes, exhibits or exploits such Project or the Literary Property or elements or components of such Project or the Literary Property or rights relating thereto;
14. all rights of the Borrower, if any, in and to the title of such Project and all of the Borrower's rights to the non-exclusive use thereof including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity;
15. all rights of the Borrower, if any, in and to all inventions, processes, formula, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, trade dress, trade dress rights, logos, indicia, corporate and company names, business source of business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to such Project, and the right (but not the obligation) to register claim

under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of the Borrower or in the name of the Bank for past, present or future infringement of trademark or patent;

16. all cash and cash equivalents of the Borrower derived from or relating to such Project and all drafts, cheques, certificates of deposit, notes, bills of exchange and other writing relating to such Project which evidence a right to the payment of money and are not themselves security agreements or leases and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment whether now owned or hereafter acquired;
17. any and all deposit accounts, if any, maintained by the Borrower in respect of such Project at any financial institution; and
18. all proceeds, products, additions and accessions (including insurance proceeds) to such Project.

This is Exhibit "I" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  


00FE20FF10D7402...

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*Commissioner for Taking Affidavits (or as may be)*

**PATRYK SAWICKI**

**Search ID #:** Z16886209

**Transmitting Party**

MILLER THOMSON LLP

3000, 700 9 AVENUE SW  
CALGARY, AB T2P 3V4

Party Code: 50062611

Phone #: 519 593 3217

Reference #: 0193385.0141

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 21012706228

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jan-27

Registration Status: Current

Expiry Date: 2026-Jan-27 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in the first season of a documentary series currently entitled "Higher Education"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 21050425777

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-May-04

Registration Status: Current

Expiry Date: 2026-May-04 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in the first season of the documentary series currently entitled "Pet Fashion Frenzy (I)"

Current



**Search ID #:** Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

Registration Number: 21053126394

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-May-31

Registration Status: Current

Expiry Date: 2026-May-31 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in the first season of a documentary currently entitled "The Elephants Next Door (I)".

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 21061025426

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jun-10

Registration Status: Current

Expiry Date: 2026-Jun-10 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in the first season of a documentary series currently entitled "Killer Profiles (I)"

Current

**Search ID #:** Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

Registration Number: 21082527606

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Aug-25

Registration Status: Current

Expiry Date: 2026-Aug-25 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC.  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE FIRST SEASON OF THE DOCUMENTARY SERIES CURRENTLY ENTITLED "ACCELERATE (I)"

Current

**Search ID #:** Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

Registration Number: 21092825448

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Sep-28

Registration Status: Current

Expiry Date: 2026-Sep-28 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC.  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR  
NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE FEATURE FILM  
CURRENTLY ENTITLED "BOY CITY"

Current

**Search ID #:** Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

Registration Number: 21101420927

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Oct-14

Registration Status: Current

Expiry Date: 2026-Oct-14 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR  
NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE FEATURE FILM  
CURRENTLY ENTITLED "DO NOT DISTURB"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 21102725911

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Oct-27

Registration Status: Current

Expiry Date: 2026-Oct-27 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN SEASON ONE OF THE DOCUMENTARY SERIES CURRENTLY ENTITLED "SECRETS OF SEAFOOD"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22011104887

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jan-11

Registration Status: Current

Expiry Date: 2027-Jan-11 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE SEASON ONE OF THE DOCUMENTARY SERIES CURRENTLY ENTITLED "REAL RECYCLING (I)".

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22012521727

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jan-25

Registration Status: Current

Expiry Date: 2027-Jan-25 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR  
NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE FIRST SEASON  
ON THE DOCUMENTARY SERIES CURRENTLY ENTITLED "MAGNETIC CITIES (I)"

Current



**Search ID #:** Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

Registration Number: 22020818402

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Feb-08

Registration Status: Current

Expiry Date: 2027-Feb-08 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR  
NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE FEATURE FILM  
CURRENTLY ENTITLED "PATH OF TOTALITY"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22031629524

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Mar-16

Registration Status: Current

Expiry Date: 2027-Mar-16 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN SEASON ONE OF THE DOCUMENTARY SERIES CURRENTLY ENTITLED "THE COLLECTORS"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22031712865

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Mar-17

Registration Status: Current

Expiry Date: 2027-Mar-17 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

22031827605

Amendment

2022-Mar-18

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLR  
TORONTO, ON M2P 0A4  
Email: irina.race@rbc.com

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) IN THE 24 X 42 MINUTE EPISODES OF SEASON I OF THE SERIES CURRENTLY ENTITLED "ASCEND" (THE "PROJECT") INCLUDING ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE PROJECT INCLUDING THE CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT AND THE ONTARIO FILM AND TELEVISION AND/OR ONTARIO COMPUTER ANIMATION & SPECIAL EFFECTS TAX CREDITS.

Deleted By  
22031827605

**Search ID #: Z16886209**

- |   |   |                           |
|---|---|---------------------------|
| 2 | ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) IN SEASON I OF THE SERIES CURRENTLY ENTITLED "ASCEND" (THE "PROJECT") INCLUDING ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE PROJECT INCLUDING THE CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT AND THE ONTARIO FILM AND TELEVISION AND/OR ONTARIO COMPUTER ANIMATION & SPECIAL EFFECTS TAX CREDITS. | Current By<br>22031827605 |
|---|---|---------------------------|

**Search ID #:** Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

Registration Number: 22032932698

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Mar-29

Registration Status: Current

Expiry Date: 2027-Mar-29 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR  
NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE THE FIRST  
SEASON OF THE DOCU-SERIES CURRENTLY ENTITLED "FERNSBY'S CRYPTID  
CRITTER CONTROL (I)"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22041920994

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Apr-19

Registration Status: Current

Expiry Date: 2027-Apr-19 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE FIRST SEASON OF THE DOCUMENTARY SERIES CURRENTLY ENTITLED "E-GAME ON (I)"

Current

**Search ID #:** Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

Registration Number: 22050507061

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-05

Registration Status: Current

Expiry Date: 2027-May-05 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR  
NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE FEATURE FILM  
CURRENTLY ENTITLED "THE LAST VIDEO STORE"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22051219992

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-12

Registration Status: Current

Expiry Date: 2027-May-12 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR  
NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE FEATURE FILM  
CURRENTLY ENTITLED "ADAPTATION"

Current



Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22051815535

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-18

Registration Status: Current

Expiry Date: 2027-May-18 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLR  
TORONTO, ON M2P 0A4  
Email: irina.race@rbc.com

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) IN SEASON I OF THE SERIES CURRENTLY ENTITLED "THE DEVIL MADE ME DO IT" (THE "PROJECT") INCLUDING ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE PROJECT INCLUDING THE CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT AND THE ONTARIO FILM AND TELEVISION AND/OR ONTARIO COMPUTER ANIMATION & SPECIAL EFFECTS TAX CREDITS.

Current

**Search ID #:** Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

Registration Number: 22052616875

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-26

Registration Status: Current

Expiry Date: 2027-May-26 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING ALL THE RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR  
NOW HAS OR MAY HEREAFTER HAVE IN ALL PROPERTY IN THE TELEVISION  
SERIES CURRENTLY ENTITLED "SMALL TOWN BIG MURDER (I)"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22060917095

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jun-09

Registration Status: Current

Expiry Date: 2027-Jun-09 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE, INTEREST AND BENEFIT  
WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN SEASON TWO OF  
THE DOCUMENTARY SERIES CURRENTLY ENTITLED "ASCEND"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22060917207

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jun-09

Registration Status: Current

Expiry Date: 2027-Jun-09 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN SEASON THREE OF THE DOCUMENTARY SERIES CURRENTLY ENTITLED "ASCEND"

Current

**Search ID #:** Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

**Search ID #:** Z16886209

**Date of Search:** 2023-Dec-19

**Time of Search:** 17:37:56

Registration Number: 22062822458

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jun-28

Registration Status: Current

Expiry Date: 2027-Jun-28 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE, INTEREST AND BENEFIT  
WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE FEATURE FILM  
CURRENTLY ENTITLED "THE LION BEHIND HIM"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22071206893

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-12

Registration Status: Current

Expiry Date: 2027-Jul-12 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN SEASON ONE OF A TELEVISION SERIES CURRENTLY ENTITLED "PARENTING 911 (I)"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22071325151

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-13

Registration Status: Current

Expiry Date: 2027-Jul-13 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLR  
TORONTO, ON M2P 0A4  
Email: irina.race@rbc.com

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) IN SEASON I OF THE SERIES CURRENTLY ENTITLED "COMFORT FOOD" (THE "PROJECT") INCLUDING ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE PROJECT INCLUDING, WITHOUT LIMITATION, ALL DISTRIBUTION AND EXPLOITATION RIGHTS IN AND TO THE PROJECT, THE CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT AND THE ONTARIO FILM AND TELEVISION AND/OR ONTARIO COMPUTER ANIMATION & SPECIAL EFFECTS TAX CREDITS.

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22071336304

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-13

Registration Status: Current

Expiry Date: 2027-Jul-13 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLR  
TORONTO, ON M2P 0A4  
Email: irina.race@rbc.com

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) IN THE FEATURE MOTION PICTURE CURRENTLY ENTITLED "ONE DREAM" (THE "PROJECT") INCLUDING ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE PROJECT INCLUDING, WITHOUT LIMITATION, ALL DISTRIBUTION AND EXPLOITATION RIGHTS IN AND TO THE PROJECT, THE CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT AND THE ONTARIO FILM AND TELEVISION AND/OR ONTARIO COMPUTER ANIMATION & SPECIAL EFFECTS TAX CREDITS.

Current



Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22072706074

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-27

Registration Status: Current

Expiry Date: 2027-Jul-27 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE, INTEREST AND BENEFIT  
WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE FIRST SEASON  
OF TELEVISION SERIES CURRENTLY ENTITLED "THE ENFORCERS (I)"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22080323552

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Aug-03

Registration Status: Current

Expiry Date: 2027-Aug-03 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE, INTEREST AND BENEFIT  
WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN SEASON ONE OF  
THE DOCUMENTARY SERIES CURRENTLY ENTITLED "NFT EVERYTHING (I)"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22080519119

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Aug-05

Registration Status: Current

Expiry Date: 2029-Aug-05 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G3S2

Current

**Block****Status**

2 HOWELL, SARAH, ELIZABETH  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G3S2

Current

Birth Date:  
1969-Sep-11

**Secured Party / Parties****Block****Status**

1 CONNECT FIRST CREDIT UNION LTD.  
P.O. BOX 908  
CALGARY, AB T2P2J6  
Email: pprnotifications@connectfirstcu.com

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1C4SDJCT4MC658935	2021	DODGE DURANGO	MV - Motor Vehicle	Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22080935224

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Aug-09

Registration Status: Current

Expiry Date: 2029-Aug-09 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G3S2

Current

**Block****Status**

2 TAUB, ARI, MICHAEL  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G3S2

Current

Birth Date:  
1971-Jan-19

**Secured Party / Parties****Block****Status**

1 CONNECT FIRST CREDIT UNION LTD.  
P.O. BOX 908  
CALGARY, AB T2P2J6  
Email: pprnotifications@connectfirstcu.com

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1C4RJFJT9MC668688	2021	JEEP GRAND	MV - Motor Vehicle	Current

**Particulars****Block****Additional Information****Status**

1 CHEROKEE SUMMIT 8

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22082329201

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Aug-23

Registration Status: Current

Expiry Date: 2027-Aug-23 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR  
INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE, INTEREST AND BENEFIT  
WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE FEATURE FILM  
CURRENTLY ENTITLED "CAMP OF DREAMS"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22090628294

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Sep-06

Registration Status: Current

Expiry Date: 2027-Sep-06 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLR  
TORONTO, ON M2P 0A4  
Email: irina.race@rbc.com

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) IN THE FEATURE MOTION PICTURE CURRENTLY ENTITLED "ANGEL 3" AKA "ANGEL THREE" (THE "PROJECT") INCLUDING ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE PROJECT INCLUDING, WITHOUT LIMITATION, ALL DISTRIBUTION AND EXPLOITATION RIGHTS IN AND TO THE PROJECT, THE CANADIAN FILM OR VIDEO PRODUCTION TAX CREDIT AND THE ONTARIO FILM AND TELEVISION AND/OR ONTARIO COMPUTER ANIMATION & SPECIAL EFFECTS TAX CREDITS.

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22091220663

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Sep-12

Registration Status: Current

Expiry Date: 2027-Sep-12 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties**

**Block**

**Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN THE FEATURE DOCUMENTARY FILM CURRENTLY ENTITLED "BEHIND THE CURTAIN"

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22091609173

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Sep-16

Registration Status: Current

Expiry Date: 2027-Sep-16 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Secured Party / Parties****Block****Status**

1 7032749 CANADA INC., AS ADMINISTRATIVE AGENT  
23 BOBWHITE CRESCENT  
TORONTO, ON M2L 2E2  
Email: nlight@epcapital.ca

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) OF THE DEBTOR INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN SEASON ONE OF A DOCUMENTARY TELEVISION SERIES CURRENTLY ENTITLED "THE KILLER AND ME (I)"

Current



Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 22100520574

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-05

Registration Status: Current

Expiry Date: 2032-Oct-05 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

**Debtor(s)****Block****Status**

Current

1 SERENDIPITY MEDIA LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

**Block****Status**

Current

2 SERENDIPITY MEDIA LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

**Secured Party / Parties****Block****Status**

Current

1 BANK OF MONTREAL  
105, RUE SAINT-JACQUES, 3RD FLOOR  
MONTREAL, QC H2Y 1L6  
Email: luigi.porco@bmo.com

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ASSIGNED THIRD PARTY LOAN DOCUMENTS AND PROJECTS FINANCED BY THE SECURED PARTY. FOR THE PURPOSES HEREOF "ASSIGNED THIRD PARTY LOAN DOCUMENTS" AND "PROJECTS" SHALL HAVE THE MEANINGS GIVEN TO SUCH TERMS IN THE PRODUCTION SECURITY AGREEMENT DATED OCTOBER 5, 2022 ISSUED BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY, AS THE SAME MAY BE AMENDED, MODIFIED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME.

Current

Search ID #: Z16886209

**Business Debtor Search For:**

SERENDIPITY MEDIA LTD.

Search ID #: Z16886209

Date of Search: 2023-Dec-19

Time of Search: 17:37:56

Registration Number: 23121428709

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Dec-14

Registration Status: Current

Expiry Date: 2033-Dec-14 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)****Block****Status**

1 SERENDIPITY MEDIA LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

**Secured Party / Parties****Block****Status**

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

**Collateral: General****Block****Description****Status**

1 ALL OF THE DEBTOR'S UNDERTAKING AND PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) IN RESPECT OF EACH OF THE FOLLOWING PRODUCTIONS INCLUDING ALL RIGHT, TITLE, INTEREST AND BENEFIT WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN AND TO EACH OF THE PRODUCTIONS: SEASON II OF THE SERIES ENTITLED "COMFORT FOOD (II)", SEASON I OF THE SERIES ENTITLED "ART OF FORENSICS (I)" AKA "CRIME AND NUMBERS (I)", SEASON VII OF THE SERIES ENTITLED "TRANSFORMATIVE CEOS (VII)", SEASON VIII OF THE SERIES ENTITLED "TRANSFORMATIVE CEOS (VIII)", SEASON IX OF THE SERIES ENTITLED "TRANSFORMATIVE CEOS (IX)", SEASON II OF THE SERIES ENTITLED "UNCOMMON BEAUTY (II)", SEASON II OF THE SERIES ENTITLED "SECRETS OF SEAFOOD (II)", SEASON III OF THE SERIES ENTITLED "SECRETS OF SEAFOOD (III)", SEASON IV OF THE SERIES ENTITLED "SECRETS OF SEAFOOD (IV)", SEASON II OF THE SERIES ENTITLED "THAT FISHING SHOW (II)", SEASON III OF THE SERIES ENTITLED "JOBS OF TOMORROW (III)", SEASON IV OF THE SERIES ENTITLED "JOBS OF TOMORROW (IV)", SEASON I OF THE SERIES ENTITLED "THE BEAUTIFUL GAME (I)", SEASON I OF THE SERIES ENTITLED "BREAKING DOWN BARRIERS (I)" AND SEASON I OF THE SERIES ENTITLED "FLOW (I)" OR SUCH OTHER TITLE AS ANY OF THE FOREGOING MAY BE RELEASED UNDER.

Current

Search ID #: Z16886209

**Note:**

The following is a list of matches closely approximating your Search Criteria,  
which is included for your convenience and protection.

**Debtor Name / Address**

SERENDIPITY CHILDCARE LTD.  
50,545 W T HILL BLVD. S.  
LETHBRIDGE, AB T1J 1Y6

**Reg.#**

20112306040

**SECURITY AGREEMENT****Debtor Name / Address**

SERENDIPITY FRANCHISES INC.  
6003 - 92 STREET NW  
EDMONTON, AB T6E 3A5

**Reg.#**

18011006237

**SECURITY AGREEMENT****Debtor Name / Address**

SERENDIPITY FRANCHISES INC.  
6003 - 92 STREET NW  
EDMONTON, AB T6E 3A5

**Reg.#**

18011006424

**LAND CHARGE****Debtor Name / Address**

SERENDIPITY HOLDINGS INC  
734 28TH ST  
FORT MACLEOD, AB T0L 0Z0

**Reg.#**

22061530096

**SECURITY AGREEMENT****Debtor Name / Address**

SERENDIPITY LUXE LTD.  
405 14 AVE NE  
CALGARY, AB T2E 1E6

**Reg.#**

21060720766

**SECURITY AGREEMENT****Debtor Name / Address**

SERENDIPITY LUXE LTD.  
405-14 AVENUE  
CALGARY, AB T2E1E6

**Reg.#**

22013121708

**SECURITY AGREEMENT****Debtor Name / Address****Reg.#**

**Search ID #:** Z16886209

SERENDIPITY LUXE LTD.  
405 14TH AVE NE  
CALGARY, AB T2E1E6

22080214357

**SECURITY AGREEMENT**

**Debtor Name / Address**

SERENDIPITY PRE-KINDERGARTEN ASSOCIATION  
106 ELMA ST  
OKOTOKS, AB T1S 1J9

**Reg.#**

17042432040

**SECURITY AGREEMENT**

**Debtor Name / Address**

SERENDIPITY SALON AND SPA LTD  
805 EAST LAKE BLVD NE  
AIRDRIE, AB T4A 2G4

**Reg.#**

22072818814

**SECURITY AGREEMENT**

Result Complete