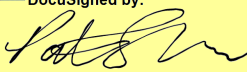


This is Exhibit "J" referred to in the Affidavit of Craig Khattar sworn by Craig Khattar of the City of Toronto , in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 21, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

99FE2CFF19D7432...

Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

EXHIBIT “J”**INDEX OF GUARANTOR SECURITY REGISTRATIONS**

| NO. | GUARANTOR ENTITY |
|------------|--|
| 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. |

Search ID #: Z16886212

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 #: Z16886212

Date of Search: 2023-Dec-19

Time of Search: 17:38:25

Business Debtor Search For:

ADV: PR 3 MB. LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886212

Business Debtor Search For:

ADV: PR 3 MB. LTD.

Search ID #: Z16886212

Date of Search: 2023-Dec-19

Time of Search: 17:38:25

Registration Number: 21071209565

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jul-12

Registration Status: Current

Expiry Date: 2024-Jul-12 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 ADV: PR 3 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Secured Party / Parties

Block

Status

1 OLD KENT ROAD FINANCIAL LOAN ADMINCO LTD.
SUITE 2030, 150 9 AVENUE SW
CALGARY, AB T2P 3H9
Email: andrewaboud@okrfinancial.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16886212

Business Debtor Search For:

ADV: PR 3 MB. LTD.

Search ID #: Z16886212

Date of Search: 2023-Dec-19

Time of Search: 17:38:25

Registration Number: 21071209623

Registration Type: LAND CHARGE

Registration Date: 2021-Jul-12

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 ADV: PR 3 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Secured Party / Parties

Block

Status

1 OLD KENT ROAD FINANCIAL LOAN ADMINCO LTD.
SUITE 2030, 150 9 AVENUE SW
CALGARY, AB T2P 3H9
Email: andrewaboud@okrfinancial.com

Current

Search ID #: Z16886212

Business Debtor Search For:

ADV: PR 3 MB. LTD.

Search ID #: Z16886212

Date of Search: 2023-Dec-19

Time of Search: 17:38:25

Registration Number: 22112529996

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Nov-25

Registration Status: Current

Expiry Date: 2032-Nov-25 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

Current

1 ADV: PR 3 MB LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Block**Status**

Current

2 ADV: PR 3 MB LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

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 PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY Current

2 PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM. Current

Search ID #: Z16886212

Result Complete

Business Debtor

Search Results Print Requests Mailing Information Payment

Sue Shaunessy
(odi1ssha)
 Logoff

Help

Search by Business Debtor

Date: 2023-12-20

Business Name: ADV: PR 3 MB. Ltd.

Time: 9:52:06 AM

Transaction Number: 10271662771

2 exact matches were found.

0 similar matches were found.

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|---------------------------------------|----------------------|
| 1. ADV: PR 3 MB. LTD. | 1 |
| 2. ADV: PR 3 MB. Ltd. | 2 |

1. ADV: PR 3 MB. LTD.

1.1 ADV: PR 3 MB. LTD.: Registration 202112489705 (2021-07-12 12:43:48 PM)

| | |
|--|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2024-07-12 |
| Debtor Address | 763 Hawkside Mews NW Calgary, AB Canada T3G 3S2 |
| Secured Parties (party code, name, address) | OLD KENT ROAD FINANCIAL LOAN ADMINCO LTD. Suite 2030, 150 9 Avenue SW Calgary, AB Canada T2P 3H9 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

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2. ADV: PR 3 MB. Ltd.

2.1 ADV: PR 3 MB. Ltd.: Registration 202219752700 (2022-11-25 4:35:02 PM)

| | |
|---|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-11-25 |
| Debtor Address | 260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1 |
| This registration is jointly registered with these business debtors | ADV: PR 3 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

2.2 ADV: PR 3 MB. Ltd.: Registration 202219752700 (2022-11-25 4:35:02 PM)

| | |
|---|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-11-25 |
| Debtor Address | 763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2 |
| This registration is jointly registered with these business debtors | ADV: PR 3 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

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END OF EXACT MATCHES

Services

Account Services

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StatementsRegistration
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Statement

Change Statement

Discharge
Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration
Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit
Submission

Title Check

Account
Information

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

New Search

Search
Results

Print
Requests

Mailing
Information

Payment

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[Privacy](#)

Search ID #: Z16886213

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 #: Z16886213

Date of Search: 2023-Dec-19

Time of Search: 17:38:55

Business Debtor Search For:

ADVENTURE COOKING AML 1 OS 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 #: Z16886213

Business Debtor Search For:

ADVENTURE COOKING AML 1 OS LTD.

Search ID #: Z16886213

Date of Search: 2023-Dec-19

Time of Search: 17:38:55

Registration Number: 23020604878

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Feb-06

Registration Status: Current

Expiry Date: 2033-Feb-06 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

Current

1 ADVENTURE COOKING AML 1 OS LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Block**Status**

Current

2 ADVENTURE COOKING AML 1 OS LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

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 PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16886213

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

ADVENTURE CHEVROLET BUICK GMC LTD.
10975 91 AVENUE
FAIRVIEW, AB T0H 1L0

Reg.#

15071722893

SECURITY AGREEMENT

Result Complete

ServiceOntario

[Main Menu](#) [New Enquiry](#) [Rate Our Service](#)

Enquiry Result

File Currency: 19DEC 2023



Note: All pages have been returned.

| | | | | | | | | | |
|---|---------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | ADVENTURE COOKING AML 1 OS LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status | | |
| | 790517862 | 1 | 1 | 1 | 1 | 03FEB 2033 | | | |
| FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN | | | | | | | | | |
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 790517862 | | 001 | 1 | | 20230203 1639 1590 9979 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | ADVENTURE COOKING AML 1 OS LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 260005 MOUNTAIN RIDGE PLACE | | | | ROCKY VIEW COUNTY | AB | T4C 2Y1 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | ADVENTURE COOKING AML 1 OS LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 763 HAWKSIDE MEWS NW | | | | CALGARY | AB | T3G 3S2 | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | | MONTREAL | QC | H2Y 1L6 | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | V.I.N. | | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
| | | | | | | | | | |

| | | | | |
|------------------------------|--|-------------|-----------------|--------------------|
| Registering Agent | | | | |
| MILLER THOMSON LLP (TORONTO) | | | | |
| Address | | City | Province | Postal Code |
| 5800-40 KING ST W | | TORONTO | ON | M5H 3S1 |

LAST PAGE

Note: All pages have been returned.

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Search ID #: Z16886216

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 #: Z16886216

Date of Search: 2023-Dec-19

Time of Search: 17:39:26

Business Debtor Search For:

AFRICAN EVIL 1 MB. 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 #: Z16886216

Business Debtor Search For:

AFRICAN EVIL 1 MB. LTD.

Search ID #: Z16886216

Date of Search: 2023-Dec-19

Time of Search: 17:39:26

Registration Number: 21102611308

Registration Date: 2021-Oct-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Oct-26 23:59:59

Exact Match on:

Debtor

No: 1

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

1 AFRICAN EVIL 1 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

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

1 OLD KENT ROAD FINANCIAL LOAN ADMINCO LTD.
SUITE 2030, 150 9 AVENUE SW
CALGARY, AB T2P 3H9
Email: andrewaboud@okrfinancial.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16886216

Business Debtor Search For:

AFRICAN EVIL 1 MB. LTD.

Search ID #: Z16886216

Date of Search: 2023-Dec-19

Time of Search: 17:39:26

Registration Number: 21102611335

Registration Type: LAND CHARGE

Registration Date: 2021-Oct-26

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 AFRICAN EVIL 1 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Secured Party / Parties

Block

Status

1 OLD KENT ROAD FINANCIAL LOAN ADMINCO LTD.
SUITE 2030, 150 9 AVENUE SW
CALGARY, AB T2P 3H9
Email: andrewaboud@okrfinancial.com

Current

Search ID #: Z16886216

Business Debtor Search For:

AFRICAN EVIL 1 MB. LTD.

Search ID #: Z16886216

Date of Search: 2023-Dec-19

Time of Search: 17:39:26

Registration Number: 22111723001

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Nov-17

Registration Status: Current

Expiry Date: 2032-Nov-17 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

Current

1 AFRICAN EVIL 1 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Block**Status**

Current

2 AFRICAN EVIL 1 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

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 PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Business Debtor

Sue Shaunessy
(odi1ssha)Search
ResultsSimilar
MatchesPrint
RequestsMailing
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Help

Search by Business Debtor

Date: 2023-12-20

Business Name: African Evil 1 MB. Ltd.

Time: 9:53:38 AM

Transaction Number: 10271662825

2 exact matches were found.

1 similar match was found.

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|--|----------------------|
| 1. AFRICAN EVIL 1 MB. LTD. | 1 |
| 2. African Evil 1 MB. Ltd. | 2 |

1. AFRICAN EVIL 1 MB. LTD.

1.1 AFRICAN EVIL 1 MB. LTD.: Registration 202119156400 (2021-10-26 10:43:26 AM)

| | |
|--|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2024-10-26 |
| Debtor Address | 763 Hawkside Mews NW Calgary, AB Canada T3G 3S2 |
| Secured Parties (party code, name, address) | OLD KENT ROAD FINANCIAL LOAN ADMINCO LTD. Suite 2030, 150 9 Avenue SW Calgary, AB Canada T2P 3H9 |
| General Collateral Description | The security interest is taken in all of the debtor's present and after-acquired personal property. |

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2. African Evil 1 MB. Ltd.

2.1 African Evil 1 MB. Ltd.: Registration 202219301601 (2022-11-17 4:25:23 PM)

| | |
|---|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-11-17 |
| Debtor Address | 260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1 |
| This registration is jointly registered with these business debtors | African Evil 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

2.2 African Evil 1 MB. Ltd.: Registration 202219301601 (2022-11-17 4:25:23 PM)

| | |
|---|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-11-17 |
| Debtor Address | 763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2 |
| This registration is jointly registered with these business debtors | African Evil 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

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END OF EXACT MATCHES

Additional Options:

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Search Services

Individual Debtor

Business Debtor

Registration
Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit
Submission

Title Check

Account
Information

Search ID #: Z16886217

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 #: Z16886217

Date of Search: 2023-Dec-19

Time of Search: 17:39:53

Business Debtor Search For:

AFRICAN EVIL 2 MB. 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 #: Z16886217

Business Debtor Search For:

AFRICAN EVIL 2 MB. LTD.

Search ID #: Z16886217

Date of Search: 2023-Dec-19

Time of Search: 17:39:53

Registration Number: 23013009721

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-30

Registration Status: Current

Expiry Date: 2033-Jan-30 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

Current

1 AFRICAN EVIL 2 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Block**Status**

Current

2 AFRICAN EVIL 2 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

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 PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z16886217

- 2 PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, Current
MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE,
INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE
PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER
SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY
DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR
INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL
NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.

Business Debtor

Sue Shaunessy
(odi1ssha) Logoff

Services

Account Services

Account
StatementsRegistration
ServicesFinancing
Statement

Change Statement

Discharge
Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration
Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit
Submission

Title Check

Account
Information

| | | | | |
|----------------|-----------------|----------------|---------------------|---------|
| Search Results | Similar Matches | Print Requests | Mailing Information | Payment |
|----------------|-----------------|----------------|---------------------|---------|

Help

Search by Business Debtor

Date: 2023-12-20

Business Name: African Evil 2 MB. Ltd.

Time: 9:54:21 AM

Transaction Number: 10271662843

1 exact match was found.

2 similar matches were found.

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|--|----------------------|
| 1. African Evil 2 MB. Ltd. | 2 |

1. African Evil 2 MB. Ltd.

1.1 African Evil 2 MB. Ltd.: Registration 202301505207 (2023-01-30 4:10:19 PM)

| | |
|---|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-01-30 |
| Debtor Address | 260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1 |
| This registration is jointly registered with these business debtors | African Evil 2 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

1.2 African Evil 2 MB. Ltd.: Registration 202301505207 (2023-01-30 4:10:19 PM)

| | |
|---|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-01-30 |
| Debtor Address | 763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2 |
| This registration is jointly registered with these business debtors | African Evil 2 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To view similar matches, please select the "Similar Matches" tab.

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.

To start a new search, please select the "New Search" button:

New Search

| | | | | |
|----------------|-----------------|----------------|---------------------|---------|
| Search Results | Similar Matches | Print Requests | Mailing Information | Payment |
|----------------|-----------------|----------------|---------------------|---------|

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Search ID #: Z16886218

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 #: Z16886218

Date of Search: 2023-Dec-19

Time of Search: 17:40:19

Business Debtor Search For:

AFRICAN SUPERSTITION 1 ON. LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886218

Business Debtor Search For:

AFRICAN SUPERSTITION 1 ON. LTD.

Search ID #: Z16886218

Date of Search: 2023-Dec-19

Time of Search: 17:40:19

Registration Number: 23021428864

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Feb-14

Registration Status: Current

Expiry Date: 2033-Feb-14 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 AFRICAN SUPERSTITION 1 ON. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Block**Status**

2 AFRICAN SUPERSTITION 1 ON. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Result Complete

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Enquiry Result

File Currency: 19DEC 2023



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|---|---------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | AFRICAN SUPERSTITION 1 ON. LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status | | |
| | 790778979 | 1 | 1 | 1 | 2 | 15FEB 2033 | | | |
| FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN | | | | | | | | | |
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 790778979 | | 001 | 2 | | 20230215 1013 1590 1195 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | AFRICAN SUPERSTITION 1 ON. LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 260005 MOUNTAIN RIDGE PLACE | | | | ROCKY VIEW COUNTY | AB | T4C 2Y1 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | AFRICAN SUPERSTITION 1 ON. LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 763 HAWKSIDE MEWS NW | | | | CALGARY | AB | T3G 3S2 | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | | MONTREAL | QC | H2Y 1L6 | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | | V.I.N. | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
| | | | | | | | | | |

| | | | | |
|--------------------------|--|------------------------------|-----------------|--------------------|
| Registering Agent | | Registering Agent | | |
| | | MILLER THOMSON LLP (TORONTO) | | |
| Address | | City | Province | Postal Code |
| 5800-40 KING ST W | | TORONTO | ON | M5H 3S1 |

CONTINUED

| | | | | | | | |
|----------------------------|---------------------------------|---------------|--------------------|-------------|-----------------|--------------------|---------------|
| Type of Search | Business Debtor | | | | | | |
| Search Conducted On | AFRICAN SUPERSTITION 1 ON. LTD. | | | | | | |
| File Currency | 19DEC 2023 | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status |
| | 790778979 | 1 | 1 | 2 | 2 | 15FEB 2033 | |

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

| | | | | | | | |
|--------------------|-----------------------|----------------|--------------------|-------------------------------|----------------------------|-------------------------|----------------------------|
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period |
| 790778979 | | 002 | 2 | | 20230215 1013 1590 1195 | | |

| | | | | |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| Individual Debtor | Date of Birth | First Given Name | Initial | Surname |
| | | | | |

| | | | | |
|------------------------|----------------------------------|-----------------------------------|-----------------|--------------------|
| Business Debtor | Business Debtor Name | Ontario Corporation Number | | |
| | AFRICAN SUPERSTITION 1 ON. LTD. | | | |
| | Address | City | Province | Postal Code |
| | 145 SPRUCE STREET WEST, UNIT 166 | OTTAWA | ON | K1R 1C6 |

| | | | | |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| Individual Debtor | Date of Birth | First Given Name | Initial | Surname |
| | | | | |

| | | | | |
|------------------------|-----------------------------|-----------------------------------|-----------------|--------------------|
| Business Debtor | Business Debtor Name | Ontario Corporation Number | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

| | | | | |
|----------------------|--------------------------------------|-------------|-----------------|--------------------|
| Secured Party | Secured Party / Lien Claimant | | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

| | | | | | | | | | |
|----------------------------------|-----------------------|------------------|------------------|-----------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | | | | | | | | |

| | | | | |
|----------------------------------|-------------|-------------|--------------|---------------|
| Motor Vehicle Description | Year | Make | Model | V.I.N. |
| | | | | |

| | |
|---------------------------------------|---------------------------------------|
| General Collateral Description | General Collateral Description |
| | |
| | |

| | | | | |
|--------------------------|--------------------------|-------------|-----------------|--------------------|
| Registering Agent | Registering Agent | | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

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Search ID #: Z16886221

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 #: Z16886221

Date of Search: 2023-Dec-19

Time of Search: 17:40:41

Business Debtor Search For:

ANOTHER ROUND 1 MB. LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886221

Business Debtor Search For:

ANOTHER ROUND 1 MB. LTD.

Search ID #: Z16886221

Date of Search: 2023-Dec-19

Time of Search: 17:40:41

Registration Number: 22122209104

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Dec-22

Registration Status: Current

Expiry Date: 2032-Dec-22 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 ANOTHER ROUND 1 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Block**Status**

2 ANOTHER ROUND 1 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Current

Search ID #: Z16886221

- 2 PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, Current
MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE,
INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE
PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER
SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY
DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR
INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL
NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.

Result Complete

Business Debtor

Sue Shaunessy
(odi1ssha)Search
ResultsPrint
RequestsMailing
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Payment

Help

Search by Business Debtor

Date: 2023-12-20

Business Name: Another Round 1 MB. Ltd.

Time: 9:55:55 AM

Transaction Number: 10271662915

1 exact match was found.**0 similar matches were found.**

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|---|----------------------|
| 1. Another Round 1 MB. Ltd. | 2 |

1. Another Round 1 MB. Ltd.

| 1.1 Another Round 1 MB. Ltd.: Registration 202221180307 (2022-12-21 1:44:24 PM) | |
|--|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-12-21 |
| Debtor Address | 260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1 |
| This registration is jointly registered with these business debtors | Another Round 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Fl Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

| 1.2 Another Round 1 MB. Ltd.: Registration 202221180307 (2022-12-21 1:44:24 PM) | |
|--|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-12-21 |
| Debtor Address | 763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2 |
| This registration is jointly registered with these business debtors | Another Round 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Fl Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

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END OF EXACT MATCHES

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Search ID #: Z16886222

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 #: Z16886222

Date of Search: 2023-Dec-19

Time of Search: 17:41:05

Business Debtor Search For:

ARTISTRY OF DRAG 1 MB. LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886222

Business Debtor Search For:

ARTISTRY OF DRAG 1 MB. LTD.

Search ID #: Z16886222

Date of Search: 2023-Dec-19

Time of Search: 17:41:05

Registration Number: 22111512761

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Nov-15

Registration Status: Current

Expiry Date: 2032-Nov-15 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 ARTISTRY OF DRAG 1 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Block**Status**

2 ARTISTRY OF DRAG 1 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16886222

- | | | |
|---|---|---------|
| 2 | PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM. | Current |
|---|---|---------|

Result Complete

Business Debtor

Sue Shaunessy
(odi1ssha)Search
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Search by Business Debtor

Date: 2023-12-20

Business Name: Artistry Of Drag 1 MB. Ltd.

Time: 9:56:33 AM

Transaction Number: 10271662933

1 exact match was found.**0 similar matches were found.**

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|--|----------------------|
| 1. Artistry of Drag 1 MB. Ltd. | 2 |

1. Artistry of Drag 1 MB. Ltd.

| 1.1 Artistry of Drag 1 MB. Ltd.: Registration 202218943804 (2022-11-10 1:31:57 PM) | |
|--|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-11-10 |
| Debtor Address | 763 Hawside Mews NW Calgary, Alberta Canada T3G 3S2 |
| This registration is jointly registered with these business debtors | Artistry of Drag 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

| 1.2 Artistry of Drag 1 MB. Ltd.: Registration 202218943804 (2022-11-10 1:31:57 PM) | |
|--|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-11-10 |
| Debtor Address | 260005 Mountain Ridge Place Rock View County, Alberta Canada T4C 2Y1 |
| This registration is jointly registered with these business debtors | Artistry of Drag 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

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Account
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Search ID #: Z16886224

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 #: Z16886224

Date of Search: 2023-Dec-19

Time of Search: 17:41:40

Business Debtor Search For:

ASCEND TELEVISION 4 OS 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 #: Z16886224

Business Debtor Search For:

ASCEND TELEVISION 4 OS LTD.

Search ID #: Z16886224

Date of Search: 2023-Dec-19

Time of Search: 17:41:40

Registration Number: 23062217163

Registration Date: 2023-Jun-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2033-Jun-22 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 ASCEND TELEVISION 4 OS LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Block**Status**

2 ASCEND TELEVISION 4 OS LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

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Enquiry Result

File Currency: 19DEC 2023



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| | | | | | | | | | |
|---|---------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | ASCEND TELEVISION 4 OS LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status | | |
| | 794585538 | 1 | 1 | 1 | 1 | 22JUN 2033 | | | |
| FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN | | | | | | | | | |
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 794585538 | | 001 | 1 | | 20230622 1345 1590 8824 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | ASCEND TELEVISION 4 OS LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 260005 MOUNTAIN RIDGE PLACE | | | | ROCKY VIEW COUNTY | AB | T4C 2Y1 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | ASCEND TELEVISION 4 OS LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 763 HAWKSIDE MEWS NW | | | | CALGARY | AB | T3G 3S2 | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | | MONTREAL | QC | H2Y 1L6 | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | V.I.N. | | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
| | | | | | | | | | |

| Registering Agent | Registering Agent | Address | City | Province | Postal Code |
|-------------------|------------------------------|-------------------|---------|----------|-------------|
| | MILLER THOMSON LLP (TORONTO) | 5800-40 KING ST W | TORONTO | ON | M5H 3S1 |

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Last Modified: April 02, 2023

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Search ID #: Z16886226

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 #: Z16886226

Date of Search: 2023-Dec-19

Time of Search: 17:42:05

Business Debtor Search For:

ASCEND TELEVISION 5 OS 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 #: Z16886226

Business Debtor Search For:

ASCEND TELEVISION 5 OS LTD.

Search ID #: Z16886226

Date of Search: 2023-Dec-19

Time of Search: 17:42:05

Registration Number: 23072509637

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-25

Registration Status: Current

Expiry Date: 2033-Jul-25 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 ASCEND TELEVISION 5 OS LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

ServiceOntario

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Enquiry Result

File Currency: 19DEC 2023



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| | | | | | | | | | |
|---|---------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | ASCEND TELEVISION 5 OS LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status | | |
| | 795545208 | 1 | 1 | 1 | 1 | 25JUL 2033 | | | |
| FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN | | | | | | | | | |
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 795545208 | | 001 | 1 | | 20230725 0910 1590 3299 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | ASCEND TELEVISION 5 OS LTD. | | | | | | | | |
| | Address | | | City | Province | Postal Code | | | |
| | 260005 MOUNTAIN RIDGE PLACE | | | ROCKY VIEW COUNTY | AB | T4C 2Y1 | | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | | | | | | | | | |
| | Address | | | City | Province | Postal Code | | | |
| | | | | | | | | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | City | Province | Postal Code | | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | MONTREAL | QC | H2Y 1L6 | | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | V.I.N. | | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
| | | | | | | | | | |

| | | | | |
|--------------------------|--|------------------------------|-----------------|--------------------|
| | | | | |
| | | | | |
| Registering Agent | | Registering Agent | | |
| | | MILLER THOMSON LLP (TORONTO) | | |
| Address | | City | Province | Postal Code |
| 5800-40 KING ST W | | TORONTO | ON | M5H 3S1 |

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Search ID #: Z16886229

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 #: Z16886229

Date of Search: 2023-Dec-19

Time of Search: 17:42:44

Business Debtor Search For:

BOTSWANA NFT AML 1 OS LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886229

Business Debtor Search For:

BOTSWANA NFT AML 1 OS LTD.

Search ID #: Z16886229

Date of Search: 2023-Dec-19

Time of Search: 17:42:44

Registration Number: 22122209000

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Dec-22

Registration Status: Current

Expiry Date: 2032-Dec-22 23:59:59

Exact Match on: Debtor No: 1

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

1 BOTSWANA NFT AML 1 OS LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

| | | |
|---|--|---------|
| 1 | ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. | Current |
| 2 | PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM. | Current |

Result Complete

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File Currency: 19DEC 2023



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| | | | | | | | | | |
|---|---------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | BOTSWANA NFT AML 1 OS LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status | | |
| | 789510699 | 1 | 1 | 1 | 1 | 22DEC 2032 | | | |
| FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN | | | | | | | | | |
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 789510699 | | 001 | 1 | | 20221222 0953 1590 4455 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | BOTSWANA NFT AML 1 OS LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 260005 MOUNTAIN RIDGE PLACE | | | | ROCKY VIEW COUNTY | AB | T4C 2Y1 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | | | | | | | | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | | MONTREAL | QC | H2Y 1L6 | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | V.I.N. | | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
| | | | | | | | | | |

| | | | | |
|--------------------------|--|------------------------------|-----------------|--------------------|
| | | | | |
| | | | | |
| Registering Agent | | Registering Agent | | |
| | | MILLER THOMSON LLP (TORONTO) | | |
| Address | | City | Province | Postal Code |
| 5800-40 KING ST W | | TORONTO | ON | M5H 3S1 |

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Search ID #: Z16886231

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 #: Z16886231

Date of Search: 2023-Dec-19

Time of Search: 17:43:07

Business Debtor Search For:

CHEFS IN THE WILD AML 1 OS LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886231

Business Debtor Search For:

CHEFS IN THE WILD AML 1 OS LTD.

Search ID #: Z16886231

Date of Search: 2023-Dec-19

Time of Search: 17:43:07

Registration Number: 23021428907

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Feb-14

Registration Status: Current

Expiry Date: 2033-Feb-14 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 CHEFS IN THE WILD AML 1 OS LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Block**Status**

2 CHEFS IN THE WILD AML 1 OS LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Result Complete

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| | | | | | | | | | |
|---|---------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | CHEFS IN THE WILD AML 1 OS LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status | | |
| | 790778961 | 1 | 1 | 1 | 2 | 15FEB 2033 | | | |
| FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN | | | | | | | | | |
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 790778961 | | 001 | 2 | | 20230215 1012 1590 1194 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | CHEFS IN THE WILD AML 1 OS LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 260005 MOUNTAIN RIDGE PLACE | | | | ROCKY VIEW COUNTY | AB | T4C 2Y1 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | CHEFS IN THE WILD AML 1 OS LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 763 HAWKSIDE MEWS NW | | | | CALGARY | AB | T3G 3S2 | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | | MONTREAL | QC | H2Y 1L6 | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | | V.I.N. | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
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| | | | | |
|------------------------------|--|-------------|-----------------|--------------------|
| Registering Agent | | | | |
| MILLER THOMSON LLP (TORONTO) | | | | |
| Address | | City | Province | Postal Code |
| 5800-40 KING ST W | | TORONTO | ON | M5H 3S1 |

CONTINUED

| | | | | | | | |
|----------------------------|---------------------------------|---------------|--------------------|-------------|-----------------|--------------------|---------------|
| Type of Search | Business Debtor | | | | | | |
| Search Conducted On | CHEFS IN THE WILD AML 1 OS LTD. | | | | | | |
| File Currency | 19DEC 2023 | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status |
| | 790778961 | 1 | 1 | 2 | 2 | 15FEB 2033 | |

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

| | | | | | | | |
|--------------------|-----------------------|----------------|--------------------|-------------------------------|----------------------------|-------------------------|----------------------------|
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period |
| 790778961 | | 002 | 2 | | 20230215 1012 1590 1194 | | |

| | | | | |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| Individual Debtor | Date of Birth | First Given Name | Initial | Surname |
| | | | | |

| | | | | |
|------------------------|---------------------------------|-----------------------------------|-----------------|--------------------|
| Business Debtor | Business Debtor Name | Ontario Corporation Number | | |
| | CHEFS IN THE WILD AML 1 OS LTD. | | | |
| | Address | City | Province | Postal Code |
| | 340 LEGGET DR, 140 | OTTAWA | ON | K2K 1Y6 |

| | | | | |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| Individual Debtor | Date of Birth | First Given Name | Initial | Surname |
| | | | | |

| | | | | |
|------------------------|-----------------------------|-----------------------------------|-----------------|--------------------|
| Business Debtor | Business Debtor Name | Ontario Corporation Number | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

| | | | | |
|----------------------|--------------------------------------|-------------|-----------------|--------------------|
| Secured Party | Secured Party / Lien Claimant | | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

| | | | | | | | | | |
|----------------------------------|-----------------------|------------------|------------------|-----------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | | | | | | | | |

| | | | | |
|----------------------------------|-------------|-------------|--------------|---------------|
| Motor Vehicle Description | Year | Make | Model | V.I.N. |
| | | | | |

| | |
|---------------------------------------|---------------------------------------|
| General Collateral Description | General Collateral Description |
| | |
| | |


| | | | | |
|--------------------------|--------------------------|-------------|-----------------|--------------------|
| Registering Agent | Registering Agent | | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

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Search ID #: Z16886233

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 #: Z16886233

Date of Search: 2023-Dec-19

Time of Search: 17:43:34

Business Debtor Search For:

FUN Q 1 OS LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886233

Business Debtor Search For:

FUN Q 1 OS LTD.

Search ID #: Z16886233

Date of Search: 2023-Dec-19

Time of Search: 17:43:34

Registration Number: 22101925309

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-19

Registration Status: Current

Expiry Date: 2032-Oct-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 FUN Q 1 OS LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Result Complete

ServiceOntario

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Enquiry Result

File Currency: 19DEC 2023



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| | | | | | | | | | |
|---|---------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | FUN Q 1 OS LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status | | |
| | 787699242 | 1 | 1 | 1 | 1 | 19OCT 2032 | | | |
| FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN | | | | | | | | | |
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 787699242 | | 001 | 1 | | 20221019 1339 1590 4679 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | FUN Q 1 OS LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 763 HAWKSIDE MEWS NW | | | | CALGARY | AB | T3G 3S2 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | | | | | | | | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | | MONTREAL | QC | H2Y 1L6 | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | V.I.N. | | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
| | | | | | | | | | |
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|------------------------------|--|-------------|-----------------|--------------------|
| Registering Agent | | | | |
| MILLER THOMSON LLP (TORONTO) | | | | |
| Address | | City | Province | Postal Code |
| 5800-40 KING ST W | | TORONTO | ON | M5H 3S1 |

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Search ID #: Z16886236

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 #: Z16886236

Date of Search: 2023-Dec-19

Time of Search: 17:43:58

Business Debtor Search For:

JOBS OF TOMORROW 2 MS 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 #: Z16886236

Business Debtor Search For:

JOBS OF TOMORROW 2 MS LTD.

Search ID #: Z16886236

Date of Search: 2023-Dec-19

Time of Search: 17:43:58

Registration Number: 22101227075

Registration Date: 2022-Oct-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2032-Oct-12 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 JOBS OF TOMORROW 2 MS LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Block**Status**

2 JOBS OF TOMORROW 2 MS LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Business Debtor

Sue Shaunessy
(odi1ssha)Search
ResultsSimilar
MatchesPrint
RequestsMailing
Information

Payment

Help

Search by Business Debtor

Date: 2023-12-20
Time: 10:00:11 AM
Transaction Number: 10271663149

Business Name: Jobs Of Tomorrow 2 MS Ltd.

1 exact match was found.

2 similar matches were found.

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|---|----------------------|
| 1. Jobs of Tomorrow 2 MS Ltd. | 2 |

1. Jobs of Tomorrow 2 MS Ltd.

| 1.1 Jobs of Tomorrow 2 MS Ltd.: Registration 202217197904 (2022-10-12 3:51:46 PM) | |
|---|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-10-12 |
| Debtor Address | 763 Hawkside Mews NW Calgary, AB CA T3G 3S2 |
| This registration is jointly registered with these business debtors | Jobs of Tomorrow 2 MS Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6 |
| General Collateral Description | The security interest is taken in all of the debtor's present and after-acquired personal property. |

| 1.2 Jobs of Tomorrow 2 MS Ltd.: Registration 202217197904 (2022-10-12 3:51:46 PM) | |
|---|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-10-12 |
| Debtor Address | 260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1 |
| This registration is jointly registered with these business debtors | Jobs of Tomorrow 2 MS Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6 |
| General Collateral Description | The security interest is taken in all of the debtor's present and after-acquired personal property. |

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END OF EXACT MATCHES

Additional Options:

To view similar matches, please select the "Similar Matches" tab.
To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

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RequestsMailing
Information

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Search ID #: Z16886238

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 #: Z16886238

Date of Search: 2023-Dec-19

Time of Search: 17:44:33

Business Debtor Search For:

JOT 1 MB. LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886238

Business Debtor Search For:

JOT 1 MB. LTD.

Search ID #: Z16886238

Date of Search: 2023-Dec-19

Time of Search: 17:44:33

Registration Number: 22100520628

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**

1 JOT 1 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Block**Status**

2 JOT 1 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z16886238

- 2 PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, Current
MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE,
INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE
PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER
SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY
DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR
INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL
NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.

Result Complete

ENGLISH
FRANÇAIS

The Property Registry

A Service Provider
for the Province of ManitobaSue Shaunessy
(odi1ssha)**Services****Account Services**

Account Statements

Registration Services

Financing Statement

Change Statement

Discharge Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration Number

Serial Number

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Search by Business DebtorDate: 2023-12-21
Time: 3:35:43 PM
Transaction Number: 10271688944
User ID: Sue Shaunessy

Business Name: JOT 1 MB. LTD.

Account Balance: \$41,075.00

1 exact match was found.**0 similar matches were found.****EXACT MATCHES**

| Business Debtor Name | No. of Registrations |
|-----------------------------------|----------------------|
| 1. JOT 1 MB. LTD. | 2 |

1. JOT 1 MB. LTD.

| 1.1 JOT 1 MB. LTD.: Registration 202321084500 (2023-12-21 2:38:01 PM) | |
|--|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-12-21 |
| Debtor Address | 763 HAWKSIDE MEWS NW CALGARY, AB CA T3G 3S2 |
| This registration is jointly registered with these business debtors | JOT 1 MB. LTD. |
| Secured Parties (party code, name, address) | BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6 |
| General Collateral Description | ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM. |

| 1.2 JOT 1 MB. LTD.: Registration 202321084500 (2023-12-21 2:38:01 PM) | |
|--|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-12-21 |
| Debtor Address | 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB CA T4C 2Y1 |
| This registration is jointly registered with these business debtors | JOT 1 MB. LTD. |
| Secured Parties (party code, name, address) | BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6 |
| General Collateral Description | ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM. |

DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.

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END OF EXACT MATCHES

Additional Options:

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|-----------------------|-----------------------|----------------------------|----------------|

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Search ID #: Z16886289

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 #: Z16886289

Date of Search: 2023-Dec-19

Time of Search: 18:08:20

Business Debtor Search For:

MASTERS COSPLAY 1 MB. 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 #: Z16886289

Business Debtor Search For:

MASTERS COSPLAY 1 MB. LTD.

Search ID #: Z16886289

Date of Search: 2023-Dec-19

Time of Search: 18:08:20

Registration Number: 23013127355

Registration Date: 2023-Jan-31

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2033-Jan-31 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 MASTERS COSPLAY 1 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Block**Status**

2 MASTERS COSPLAY 1 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Business Debtor

Sue Shaunessy
(odi1ssha)Search
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Search by Business Debtor

Date: 2023-12-20

Business Name: Masters Cosplay 1 MB. Ltd.

Time: 10:01:31 AM

Transaction Number: 10271663185

1 exact match was found.**0 similar matches were found.**

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|---|----------------------|
| 1. Masters Cosplay 1 MB. Ltd. | 2 |

1. Masters Cosplay 1 MB. Ltd.

| 1.1 Masters Cosplay 1 MB. Ltd.: Registration 202301727404 (2023-02-02 12:28:11 PM) | |
|--|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-02-02 |
| Debtor Address | 260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1 |
| This registration is jointly registered with these business debtors | Masters Cosplay 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

| 1.2 Masters Cosplay 1 MB. Ltd.: Registration 202301727404 (2023-02-02 12:28:11 PM) | |
|--|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-02-02 |
| Debtor Address | 763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2 |
| This registration is jointly registered with these business debtors | Masters Cosplay 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

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END OF EXACT MATCHES

Additional Options:

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Search ID #: Z16886242

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 #: Z16886242

Date of Search: 2023-Dec-19

Time of Search: 17:45:21

Business Debtor Search For:

MEALZ ON WHEELZ 1 MS LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886242

Business Debtor Search For:

MEALZ ON WHEELZ 1 MS LTD.

Search ID #: Z16886242

Date of Search: 2023-Dec-19

Time of Search: 17:45:21

Registration Number: 22110727323

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Nov-07

Registration Status: Current

Expiry Date: 2032-Nov-07 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 MEALZ ON WHEELZ 1 MS LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Block**Status**

2 MEALZ ON WHEELZ 1 MS LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z16886242

- 2 PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, Current
MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE,
INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE
PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER
SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY
DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR
INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL
NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.

Result Complete

Business Debtor

Sue Shaunessy
(odi1ssha)Search
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Search by Business Debtor

Date: 2023-12-20

Business Name: Mealz On Wheelz 1 MS Ltd.

Time: 10:02:04 AM

Transaction Number: 10271663194

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|--|----------------------|
| 1. Mealz on Wheelz 1 MS Ltd. | 2 |

1. Mealz on Wheelz 1 MS Ltd.

| 1.1 Mealz on Wheelz 1 MS Ltd.: Registration 202218943502 (2022-11-10 1:27:53 PM) | |
|--|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-11-10 |
| Debtor Address | 763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2 |
| This registration is jointly registered with these business debtors | Mealz on Wheelz 1 MS Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

| 1.2 Mealz on Wheelz 1 MS Ltd.: Registration 202218943502 (2022-11-10 1:27:53 PM) | |
|--|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-11-10 |
| Debtor Address | 260005 Mountain Ridge Place Rock View County, Alberta Canada T4C 2Y1 |
| This registration is jointly registered with these business debtors | Mealz on Wheelz 1 MS Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

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END OF EXACT MATCHES

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Account
Information

Search ID #: Z16886243

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 #: Z16886243

Date of Search: 2023-Dec-19

Time of Search: 17:45:47

Business Debtor Search For:

SOWETO 1 MB. LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886243

Business Debtor Search For:

SOWETO 1 MB. LTD.

Search ID #: Z16886243

Date of Search: 2023-Dec-19

Time of Search: 17:45:47

Registration Number: 23013127247

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-31

Registration Status: Current

Expiry Date: 2033-Jan-31 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Debtor(s)

Block

Status

1 SOWETO 1 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Block

Status

2 SOWETO 1 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Result Complete

Business Debtor

Sue Shaunessy
(odi1ssha)Search
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Search by Business Debtor

Date: 2023-12-20
Time: 10:02:45 AM

Business Name: Soweto 1 MB. Ltd.

Transaction Number: 10271663211

1 exact match was found.**0 similar matches were found.**

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|--------------------------------------|----------------------|
| 1. Soweto 1 MB. Ltd. | 2 |

1. Soweto 1 MB. Ltd.

| 1.1 Soweto 1 MB. Ltd.: Registration 202301728109 (2023-02-02 12:34:33 PM) | |
|---|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-02-02 |
| Debtor Address | 260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1 |
| This registration is jointly registered with these business debtors | Soweto 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

| 1.2 Soweto 1 MB. Ltd.: Registration 202301728109 (2023-02-02 12:34:33 PM) | |
|---|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-02-02 |
| Debtor Address | 763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2 |
| This registration is jointly registered with these business debtors | Soweto 1 MB. Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

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END OF EXACT MATCHES

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Search ID #: Z16886245

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 #: Z16886245

Date of Search: 2023-Dec-19

Time of Search: 17:46:13

Business Debtor Search For:

THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. 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 #: Z16886245

Business Debtor Search For:

THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.

Search ID #: Z16886245

Date of Search: 2023-Dec-19

Time of Search: 17:46:13

Registration Number: 23020723293

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Feb-07

Registration Status: Current

Expiry Date: 2033-Feb-07 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Block**Status**

2 THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

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| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
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| | 790585623 | 1 | 1 | 1 | 2 | 07FEB 2033 | | | |
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| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 790585623 | | 001 | 2 | | 20230207 1422 1590 0252 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 260005 MOUNTAIN RIDGE PLACE | | | | ROCKY VIEW COUNTY | AB | T4C 2Y1 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 763 HAWKSIDE MEWS NW | | | | CALGARY | AB | T3G 3S2 | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | | MONTREAL | QC | H2Y 1L6 | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | | V.I.N. | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
| | | | | | | | | | |

| | | | | |
|--------------------------|--|------------------------------|-----------------|--------------------|
| Registering Agent | | Registering Agent | | |
| | | MILLER THOMSON LLP (TORONTO) | | |
| Address | | City | Province | Postal Code |
| 5800-40 KING ST W | | TORONTO | ON | M5H 3S1 |

CONTINUED

| | | | | | | | |
|----------------------------|--|---------------|--------------------|-------------|-----------------|--------------------|---------------|
| Type of Search | Business Debtor | | | | | | |
| Search Conducted On | THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD. | | | | | | |
| File Currency | 19DEC 2023 | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status |
| | 790585623 | 1 | 1 | 2 | 2 | 07FEB 2033 | |

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

| | | | | | | | |
|--------------------|-----------------------|----------------|--------------------|-------------------------------|----------------------------|-------------------------|----------------------------|
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period |
| 790585623 | | 002 | 2 | | 20230207 1422 1590 0252 | | |

| | | | | |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| Individual Debtor | Date of Birth | First Given Name | Initial | Surname |
| | | | | |

| | | | | |
|------------------------|--|-----------------------------------|-----------------|--------------------|
| Business Debtor | Business Debtor Name | Ontario Corporation Number | | |
| | THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD. | | | |
| | Address | City | Province | Postal Code |
| | 145 SPRUCE STREET WEST, UNIT 166 | OTTAWA | ON | K1R 1C6 |

| | | | | |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| Individual Debtor | Date of Birth | First Given Name | Initial | Surname |
| | | | | |

| | | | | |
|------------------------|-----------------------------|-----------------------------------|-----------------|--------------------|
| Business Debtor | Business Debtor Name | Ontario Corporation Number | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

| | | | | |
|----------------------|--------------------------------------|-------------|-----------------|--------------------|
| Secured Party | Secured Party / Lien Claimant | | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

| | | | | | | | | | |
|----------------------------------|-----------------------|------------------|------------------|-----------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | | | | | | | | |

| | | | | |
|----------------------------------|-------------|-------------|--------------|---------------|
| Motor Vehicle Description | Year | Make | Model | V.I.N. |
| | | | | |

| | |
|---------------------------------------|---------------------------------------|
| General Collateral Description | General Collateral Description |
| | |
| | |

| | | | | |
|--------------------------|--------------------------|-------------|-----------------|--------------------|
| Registering Agent | Registering Agent | | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

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Search ID #: Z16886247

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 #: Z16886247

Date of Search: 2023-Dec-19

Time of Search: 17:46:37

Business Debtor Search For:

THE OTHER SIDE 1 ON. LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886247

Business Debtor Search For:

THE OTHER SIDE 1 ON. LTD.

Search ID #: Z16886247

Date of Search: 2023-Dec-19

Time of Search: 17:46:37

Registration Number: 22111722918

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Nov-17

Registration Status: Current

Expiry Date: 2032-Nov-17 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Debtor(s)

Block

Status

1 THE OTHER SIDE 1 ON. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Block

Status

2 THE OTHER SIDE 1 ON. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Result Complete

ServiceOntario

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Enquiry Result

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|---|---------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | THE OTHER SIDE 1 ON. LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status | | |
| | 788571981 | 1 | 1 | 1 | 2 | 18NOV 2032 | | | |
| FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN | | | | | | | | | |
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 788571981 | | 001 | 2 | | 20221118 0917 1590 8993 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | Initial | Surname | | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | THE OTHER SIDE 1 ON. LTD. | | | | | | | | |
| | Address | | | City | Province | Postal Code | | | |
| | 260005 MOUNTAIN RIDGE PLACE | | | ROCKY VIEW COUNTY | AB | T4C 2Y1 | | | |
| Individual Debtor | Date of Birth | First Given Name | | Initial | Surname | | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | THE OTHER SIDE 1 ON. LTD. | | | | | | | | |
| | Address | | | City | Province | Postal Code | | | |
| | 763 HAWKSIDE MEWS NW | | | CALGARY | AB | T3G 3S2 | | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | City | Province | Postal Code | | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | MONTREAL | QC | H2Y 1L6 | | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | V.I.N. | | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
| | | | | | | | | | |

| | | | | | |
|------------------------------|--|--|-------------|-----------------|--------------------|
| Registering Agent | | | | | |
| MILLER THOMSON LLP (TORONTO) | | | | | |
| Address | | | City | Province | Postal Code |
| 5800-40 KING ST W | | | TORONTO | ON | M5H 3S1 |

CONTINUED

| | | | | | | | |
|----------------------------|---------------------------|---------------|--------------------|-------------|-----------------|--------------------|---------------|
| Type of Search | Business Debtor | | | | | | |
| Search Conducted On | THE OTHER SIDE 1 ON. LTD. | | | | | | |
| File Currency | 19DEC 2023 | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status |
| | 788571981 | 1 | 1 | 2 | 2 | 18NOV 2032 | |

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

| | | | | | | | |
|--------------------|-----------------------|----------------|--------------------|-------------------------------|----------------------------|-------------------------|----------------------------|
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period |
| 788571981 | | 002 | 2 | | 20221118 0917 1590 8993 | | |

| | | | | |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| Individual Debtor | Date of Birth | First Given Name | Initial | Surname |
| | | | | |

| | | | | |
|------------------------|-----------------------------|-----------------------------------|-----------------|--------------------|
| Business Debtor | Business Debtor Name | Ontario Corporation Number | | |
| | THE OTHER SIDE 1 ON. LTD. | | | |
| | Address | City | Province | Postal Code |
| | 340 LEGGET DRIVE, 140 | KANATA | ON | K2K 1Y6 |

| | | | | |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| Individual Debtor | Date of Birth | First Given Name | Initial | Surname |
| | | | | |

| | | | | |
|------------------------|-----------------------------|-----------------------------------|-----------------|--------------------|
| Business Debtor | Business Debtor Name | Ontario Corporation Number | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

| | | | | |
|----------------------|--------------------------------------|-------------|-----------------|--------------------|
| Secured Party | Secured Party / Lien Claimant | | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

| | | | | | | | | | |
|----------------------------------|-----------------------|------------------|------------------|-----------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | | | | | | | | |

| | | | | |
|----------------------------------|-------------|-------------|--------------|---------------|
| Motor Vehicle Description | Year | Make | Model | V.I.N. |
| | | | | |

| | |
|---------------------------------------|---------------------------------------|
| General Collateral Description | General Collateral Description |
| | |
| | |


| | | | | |
|--------------------------|--------------------------|-------------|-----------------|--------------------|
| Registering Agent | Registering Agent | | | |
| | | | | |
| | Address | City | Province | Postal Code |
| | | | | |

LAST PAGE

Note: All pages have been returned.

[BACK TO TOP](#) 



All Pages 



Show All Pages

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Last Modified: April 02, 2023

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Search ID #: Z16886248

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 #: Z16886248

Date of Search: 2023-Dec-19

Time of Search: 17:47:01

Business Debtor Search For:

TRANSFORMATIVE CEOS 4 MB. 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 #: Z16886248

Business Debtor Search For:

TRANSFORMATIVE CEOS 4 MB. LTD.

Search ID #: Z16886248

Date of Search: 2023-Dec-19

Time of Search: 17:47:01

Registration Number: 23032823160

Registration Date: 2023-Mar-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2033-Mar-28 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

1 TRANSFORMATIVE CEOS 4 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

Block**Status**

2 TRANSFORMATIVE CEOS 4 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16886248

Business Debtor Search For:

TRANSFORMATIVE CEOS 4 MB. LTD.

Search ID #: Z16886248

Date of Search: 2023-Dec-19

Time of Search: 17:47:01

Registration Number: 23072415305

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

Expiry Date: 2028-Jul-24 23:59:59

- Exact Match on: Debtor No: 1
- Exact Match on: Debtor No: 2
- Exact Match on: Debtor No: 3

Debtor(s)

Block

Status
Current

1 TRANSFORMATIVE CEOS 4 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Block

Status
Current

2 TRANSFORMATIVE CEOS 4 MB. LTD.
66N 1485 PORTAGE AVENUE
WINNIPEG, MB R3G 0W4

Block

Status
Current

3 TRANSFORMATIVE CEOS 4 MB. LTD.
183 STRADBROOK AVENUE
WINNIPEG, MB R3L 0J4

Secured Party / Parties

Block

Status
Current

1 WORKERBEE.TV, INC.
183 STRADBROOK AVENUE
WINNIPEG, MB R3L 0J4
Email: dan.stevens@workerbee.tv

Search ID #: Z16886248

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|---|----------------------|
| 1 | All of the Debtor's present and after-acquired personal property. Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles (as defined in the PPSA). | Current |

Business Debtor

| | | | | |
|----------------|-----------------|----------------|---------------------|---------|
| Search Results | Similar Matches | Print Requests | Mailing Information | Payment |
|----------------|-----------------|----------------|---------------------|---------|

Sue Shaunessy
(odi1ssha)

Help

Search by Business Debtor

Date: 2023-12-20

Business Name: Transformative CEOS 4 MB. Ltd.

Time: 10:04:20 AM

Transaction Number: 10271663248

2 exact matches were found.

7 similar matches were found.

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|---|----------------------|
| 1. TRANSFORMATIVE CEOS 4 MB. LTD. | 3 |
| 2. Transformative CEOs 4 MB. Ltd. | 2 |

1. TRANSFORMATIVE CEOS 4 MB. LTD.

| 1.1 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM) | |
|---|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2028-07-24 |
| Debtor Address | 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB Canada T4C2Y1 |
| This registration is jointly registered with these business debtors | TRANSFORMATIVE CEOS 4 MB. LTD. TRANSFORMATIVE CEOS 4 MB. LTD. |
| Secured Parties (party code, name, address) | WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4 |
| General Collateral Description | ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. PROCEEDS: GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (AS DEFINED IN THE PPSA). |
| Additional Information | REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9 |

| 1.2 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM) | |
|---|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2028-07-24 |
| Debtor Address | 66N 1485 PORTAGE AVENUE WINNIPEG, MB Canada R3G0W4 |
| This registration is jointly registered with these business debtors | TRANSFORMATIVE CEOS 4 MB. LTD. TRANSFORMATIVE CEOS 4 MB. LTD. |
| Secured Parties (party code, name, address) | WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4 |
| General Collateral Description | ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. PROCEEDS: GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (AS DEFINED IN THE PPSA). |
| Additional Information | REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9 |

| 1.3 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM) | |
|---|--|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2028-07-24 |
| Debtor Address | 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4 |
| This registration is jointly registered with these business debtors | TRANSFORMATIVE CEOS 4 MB. LTD. TRANSFORMATIVE CEOS 4 MB. LTD. |
| | WORKERBEE.TV, INC. |

Services

Account Services

Account
StatementsRegistration
ServicesFinancing
Statement

Change Statement

Discharge
Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration
Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit
Submission

Title Check

Account
Information

| | |
|--|---|
| Secured Parties (party code, name, address) | 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4 |
| General Collateral Description | ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. PROCEEDS: GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (AS DEFINED IN THE PPSA). |
| Additional Information | REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9 |

[Back to Top](#)**2. Transformative CEOs 4 MB. Ltd.**

| | |
|--|--|
| 2.1 Transformative CEOs 4 MB. Ltd.: Registration 202304823609 (2023-03-29 1:58:31 PM) | |
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-03-29 |
| Debtor Address | 260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1 |
| This registration is jointly registered with these business debtors | Transformative CEOs 4 MB. Ltd. |
| Secured Parties (party code, name, address) | BANK OF MONTREAL 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

| | |
|--|--|
| 2.2 Transformative CEOs 4 MB. Ltd.: Registration 202304823609 (2023-03-29 1:58:31 PM) | |
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-03-29 |
| Debtor Address | 763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2 |
| This registration is jointly registered with these business debtors | Transformative CEOs 4 MB. Ltd. |
| Secured Parties (party code, name, address) | BANK OF MONTREAL 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6 |
| General Collateral Description | *The security interest is taken in all of the debtor's present and after-acquired personal property. |

[Back to Top](#)**END OF EXACT MATCHES****Additional Options:**

To view similar matches, please select the "Similar Matches" tab.
To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

| | | | | |
|-----------------------|------------------------|-----------------------|----------------------------|----------------|
| Search Results | Similar Matches | Print Requests | Mailing Information | Payment |
|-----------------------|------------------------|-----------------------|----------------------------|----------------|

[Printer Friendly Version](#)[Privacy](#)ENGLISH
FRANÇAIS**The Property Registry**A Service Provider
for the Province of ManitobaSue Shaunessy
(odi1ssha) **Logoff****Business Debtor**

| | | | | |
|-----------------------|------------------------|-----------------------|----------------------------|----------------|
| Search Results | Similar Matches | Print Requests | Mailing Information | Payment |
|-----------------------|------------------------|-----------------------|----------------------------|----------------|

Search by Business Debtor: 7 similar matches were found.

| Business Debtor Name | No. of Registrations |
|---|-----------------------------|
| 1. TRANSFORMATIVE CEOS 2 MB. LTD. | 3 |
| 2. TRANSFORMATIVE CEOS 3 MB. LTD. | 3 |
| 3. Transformative CEOS 6 MS Ltd. | 2 |
| 4. Transformative CEOs 7 MS Ltd. | 2 |
| 5. Transformative CEOs 8 MS Ltd. | 2 |
| 6. Transformative CEOs 9 MS Ltd. | 2 |

Services

Account Services

Account
StatementsRegistration
ServicesFinancing
Statement

Search ID #: Z16886250

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 #: Z16886250

Date of Search: 2023-Dec-19

Time of Search: 17:47:26

Business Debtor Search For:

TRANSFORMATIVE CEOS 5 MB. 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 #: Z16886250

Business Debtor Search For:

TRANSFORMATIVE CEOS 5 MB. LTD.

Search ID #: Z16886250

Date of Search: 2023-Dec-19

Time of Search: 17:47:26

Registration Number: 22100520584

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**

1 TRANSFORMATIVE CEOS 5 MB. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Block**Status**

2 TRANSFORMATIVE CEOS 5 MB. LTD.
260005 MOUNTAIN RIDGE PLACE
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

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

1 ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z16886250

- 2 PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, Current
MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE,
INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE
PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER
SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY
DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR
INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL
NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.

Business Debtor

Sue Shaunessy
(odi1ssha)Search
ResultsSimilar
MatchesPrint
RequestsMailing
Information

Payment

Help

Search by Business Debtor

Date: 2023-12-21

Business Name: TRANSFORMATIVE CEOS 5 MB. LTD.

Time: 3:31:39 PM

Transaction Number: 10271688845

1 exact match was found.**9 similar matches were found.**

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|---|----------------------|
| 1. TRANSFORMATIVE CEOS 5 MB. LTD. | 2 |

1. TRANSFORMATIVE CEOS 5 MB. LTD.

| 1.1 TRANSFORMATIVE CEOS 5 MB. LTD.: Registration 202321084402 (2023-12-21 2:37:56 PM) | |
|--|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-12-21 |
| Debtor Address | 763 HAWKSIDE MEWS NW CALGARY, AB CA T3G 3S2 |
| This registration is jointly registered with these business debtors | TRANSFORMATIVE CEOS 5 MB. LTD. |
| Secured Parties (party code, name, address) | BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6 |
| General Collateral Description | ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM. |

| 1.2 TRANSFORMATIVE CEOS 5 MB. LTD.: Registration 202321084402 (2023-12-21 2:37:56 PM) | |
|--|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2033-12-21 |
| Debtor Address | 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB CA T4C 2Y1 |
| This registration is jointly registered with these business debtors | TRANSFORMATIVE CEOS 5 MB. LTD. |
| Secured Parties (party code, name, address) | BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6 |
| General Collateral Description | ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM. |

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To view similar matches, please select the "Similar Matches" tab.

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.

To start a new search, please select the "New Search" button:

Search ID #: Z16886252

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 #: Z16886252

Date of Search: 2023-Dec-19

Time of Search: 17:47:53

Business Debtor Search For:

TRANSFORMATIVE CEOS 6 MS 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 #: Z16886252

Business Debtor Search For:

TRANSFORMATIVE CEOS 6 MS LTD.

Search ID #: Z16886252

Date of Search: 2023-Dec-19

Time of Search: 17:47:53

Registration Number: 22101227675

Registration Date: 2022-Oct-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2032-Oct-12 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

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

Current

1 TRANSFORMATIVE CEOS 6 MS LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Block**Status**

Current

2 TRANSFORMATIVE CEOS 6 MS 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 PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Business Debtor

Sue Shaunessy
(odi1ssha)

| | | | | |
|----------------|-----------------|----------------|---------------------|---------|
| Search Results | Similar Matches | Print Requests | Mailing Information | Payment |
|----------------|-----------------|----------------|---------------------|---------|

Help

Search by Business Debtor

Date: 2023-12-20

Business Name: Transformative CEOS 6 MS Ltd.

Time: 10:06:00 AM

Transaction Number: 10271663284

1 exact match was found.

8 similar matches were found.

EXACT MATCHES

| Business Debtor Name | No. of Registrations |
|--|----------------------|
| 1. Transformative CEOS 6 MS Ltd. | 2 |

1. Transformative CEOS 6 MS Ltd.

| 1.1 Transformative CEOS 6 MS Ltd.: Registration 202217198005 (2022-10-12 3:51:46 PM) | |
|--|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-10-12 |
| Debtor Address | 763 Hawside Mews NW Calgary, AB CA T3G 3S2 |
| This registration is jointly registered with these business debtors | Transformative CEOS 6 MS Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6 |
| General Collateral Description | The security interest is taken in all of the debtor's present and after-acquired personal property. |

| 1.2 Transformative CEOS 6 MS Ltd.: Registration 202217198005 (2022-10-12 3:51:46 PM) | |
|--|---|
| Registered under | The Personal Property Security Act |
| Expiry Date (YYYY-MM-DD) | 2032-10-12 |
| Debtor Address | 260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1 |
| This registration is jointly registered with these business debtors | Transformative CEOS 6 MS Ltd. |
| Secured Parties (party code, name, address) | Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6 |
| General Collateral Description | The security interest is taken in all of the debtor's present and after-acquired personal property. |

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To view similar matches, please select the "Similar Matches" tab.

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.

To start a new search, please select the "New Search" button:

New Search

| | | | | |
|----------------|-----------------|----------------|---------------------|---------|
| Search Results | Similar Matches | Print Requests | Mailing Information | Payment |
|----------------|-----------------|----------------|---------------------|---------|

[Printer Friendly Version](#)

Privacy

Search ID #: Z16886255

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 #: Z16886255

Date of Search: 2023-Dec-19

Time of Search: 17:48:19

Business Debtor Search For:

WITH A TWIST 1 ON. LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z16886255

Business Debtor Search For:

WITH A TWIST 1 ON. LTD.

Search ID #: Z16886255

Date of Search: 2023-Dec-19

Time of Search: 17:48:19

Registration Number: 22102515553

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-25

Registration Status: Current

Expiry Date: 2032-Oct-25 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 WITH A TWIST 1 ON. LTD.
763 HAWKSIDE MEWS NW
CALGARY, AB T3G 3S2

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
105, RUE SAINT-JACQUES, 3RD FLOOR
MONTREAL, QC H2Y 1L6
Email: luigi.porco@bmo.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Result Complete

ServiceOntario

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Enquiry Result

File Currency: 19DEC 2023



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| | | | | | | | | | |
|---|---------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| Type of Search | Business Debtor | | | | | | | | |
| Search Conducted On | WITH A TWIST 1 ON. LTD. | | | | | | | | |
| File Currency | 19DEC 2023 | | | | | | | | |
| | File Number | Family | of Families | Page | of Pages | Expiry Date | Status | | |
| | 787860063 | 1 | 1 | 1 | 1 | 25OCT 2032 | | | |
| FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN | | | | | | | | | |
| File Number | Caution Filing | Page of | Total Pages | Motor Vehicle Schedule | Registration Number | Registered Under | Registration Period | | |
| 787860063 | | 001 | 1 | | 20221025 1252 1590 5296 | P PPSA | 10 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | WITH A TWIST 1 ON. LTD. | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 763 HAWKSIDE MEWS NW | | | | CALGARY | AB | T3G 3S2 | | |
| Individual Debtor | Date of Birth | First Given Name | | | Initial | Surname | | | |
| | | | | | | | | | |
| Business Debtor | Business Debtor Name | | | | | Ontario Corporation Number | | | |
| | | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | | | | | | | | | |
| Secured Party | Secured Party / Lien Claimant | | | | | | | | |
| | BANK OF MONTREAL | | | | | | | | |
| | Address | | | | City | Province | Postal Code | | |
| | 105, RUE SAINT-JACQUES, 3RD FLOOR | | | | MONTREAL | QC | H2Y 1L6 | | |
| Collateral Classification | Consumer Goods | Inventory | Equipment | Accounts | Other | Motor Vehicle Included | Amount | Date of Maturity or | No Fixed Maturity Date |
| | | X | X | X | X | X | | | |
| Motor Vehicle Description | Year | Make | | | Model | V.I.N. | | | |
| | | | | | | | | | |
| General Collateral Description | General Collateral Description | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| | | | | |
|------------------------------|--|-------------|-----------------|--------------------|
| Registering Agent | | | | |
| MILLER THOMSON LLP (TORONTO) | | | | |
| Address | | City | Province | Postal Code |
| 5800-40 KING ST W | | TORONTO | ON | M5H 3S1 |

LAST PAGE

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This is Exhibit "K" 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...

Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI



Media Finance
BMO Commercial Bank
First Canadian Place
100 King Street West, 18th Floor
Toronto, ON M5X1A1

Strictly Private & Confidential

Delivered by Electronic Mail (ari@taublaw.ca)

October 27, 2023

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

Attention: Ari Taub/Sarah Howell

Dear Sirs/Mesdames:

Reference is made to the Offer of Financing dated August 23, 2022 (the "**Offer Letter**") issued by Bank of Montreal (the "**Bank**") in favour of and accepted by Serendipity Media Ltd. (the "**Borrower**") and certain others and to our recent discussions by telephone and email correspondence. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Offer Letter.

The Offer Letter contains certain reporting requirements including the requirement to deliver a monthly Borrowing Base Certificate to the Bank within 15 days of each month-end.

The Borrower is in default of such requirement in that the monthly Borrowing Base Certificate for September, 2023 has not been received by the Bank as required. We understand from you that the Borrower was not able to provide such Borrowing Base Certificate as certain information contained in the existing Borrowing Base Certificates was no longer correct and, as such, you provided the Bank with an unsigned Borrowing Base Certificate with certain handwritten notes identifying a number of potential inaccuracies with the existing Borrowing Base Certificates.

The Borrower is in further default under the Offer Letter in that the interest payment in the amount of \$128,751.96 which was due to be made on October 1, 2023 was not made as required.

In addition to the foregoing defaults, you have indicated in our discussions with you that the Borrower does not have sufficient cash resources to satisfy all of its financial obligations over the next few months including its obligation to complete and deliver certain of the Eligible Productions financed by the Bank.

The Bank is also in receipt of a garnishment notice from the Government of Alberta in respect of \$120,664.96 owing under the *Alberta Corporate Tax Act*.

These defaults are of serious concern to the Bank and the Bank does not waive these defaults and reserves all of its rights, including any right to make demand for repayment under the Offer Letter.

The Bank further affirms all rights and remedies under the Offer Letter in respect of subsequent breaches or defaults arising under the Offer Letter and the Bank's security.

In light of all existing circumstances, the Bank will require that a financial advisor be appointed to assess, and to provide a report on, the Bank's security position and the overall financial position of the company and its subsidiaries at this time with a view to maximizing the value of the existing collateral and to move things forward with the Canadian Audio Visual Certification Office. We will be in touch shortly with further details in this regard.



BANK OF MONTREAL

Per: Luigi Porco
Name: Luigi Porco
Title: Senior Director, Media Finance

This is Exhibit "L" 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...

Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

Sawicki, Patryk

To: Corney, Patrick
Subject: RE: SML update [MTDMS-Legal.FID11520761]

From: Ari Taub <ari@taublaw.ca>
Sent: Friday, October 27, 2023 4:44 AM
To: PORCO, Louie <luigi.porco@Bmo.com>
Cc: Daniel Pichette <dan@taublaw.ca>; Dyck, Jonathan <jdyck@millerthomson.com>; joe <joe@serendipitymedia.ca>
Subject: [**EXT**] Re: SML update

Hi Louie

Thanks for the email.

I've removed Jeff as he has resigned.

Sml is in the process of terminating other contractors as every dollar paid for core team and tech costs eat away at dollars available to finish productions. As such, the responses to some of your questions will take a bit more time.

I will address some of your questions in short form now:

What's the plan for CAVCO? I suggest you call CAVCO and ask them to give us answers. I've talked to Juliet who acts for RBC and BOH last week. She has requested a call with CAVCO but not had success yet. I spoke with her again yesterday, and she said she was still trying to get the call to happen. I believe she plans to invite Jon to the call.

If CAVCO gives us part 'a', how long to collect tax credits? Your guess is as good as mine. Based on what I'm seeing from Cra now, they will delay for as long as possible. I'm not sure how sml would know what the govt will do.

What's the cost to complete? Seems like it goes up every day we delay. Core team and tech costs are accumulating daily. The sml team is working hard to get better estimates. However, at the end of the day, they are only estimates.

What's the time to complete the projects? This depends on when we pay the production costs.

What funds are available? Cash in sml and the spc's, GST refunds, cash BMO decides to inject, cash sml convinces someone to inject. I think it's fair to say that sml wants to know how BMO plans to help before anyone related to sml would inject cash. Based on what the core team has told me this week, sml will use virtually all of its cash to pay people at the end of October. Cra has confirmed they will deposit 80k on nov 6 to the 'many talents' spc. I guess we will see when it arrives.

I should have more info for you next week.

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: PORCO, Louie <luigi.porco@Bmo.com>
Date: Tuesday, October 17, 2023 at 7:46 PM
To: Ari Taub <ari@taublawn.ca>
Cc: Jeff Beeston <Jeff.Beeston@serendipitymedia.ca>, Daniel Pichette <dan@taublawn.ca>, jdyck@millerthomson.com <jdyck@millerthomson.com>, Joe Packard <joe@serendipitymedia.ca>
Subject: FW: SML update

Hi Ari

I am re-sending as I forgot to add the attachment

Louie Porco

Directeur principal / Senior Director
Financement des Médias / Media Finance

BMO Banque de Montréal / BMO Bank of Montreal

:

C: 438-826-3457 E: luigi.porco@bmo.com

From: PORCO, Louie
Sent: October 17, 2023 1:40 PM
To: Ari Taub <ari@taublawn.ca>
Cc: jeff.beeston@serendipitymedia.ca; joe <joe@serendipitymedia.ca>; Daniel Pichette <dan@taublawn.ca>; Dyck, Jonathan <jdyck@millerthomson.com>
Subject: RE: SML update

Hi Ari

In-order to properly consider your request and respond to you on your email of Thursday October 12th 2023 (email attached) we require certain additional information and clarification:

- 1) Can you update us on how Serendipity plans to deal with CAVCO in the near future and has there been any recent news from CAVCO and Ontario Creates?
- 2) In your report to BMO about the status of productions (included email your email attached) the following questions arose:
 - a) Of the 25 projects, 13 projects are considered done. Does this mean that they are delivered, and all spend has been made?
 - b) One of the projects "Street Foods 1" that you consider done is being delayed as the final episode is being held up by the producer until final payment on another project. Can you tell us which project has not received final payment and the amount? Can you provide your agreement with this producer for "Street Foods 1"?
 - c) On all projects currently filming, almost done, currently in post-production and being improved can we have a current cost report and an estimated amount to complete together with the details of the amount available to the applicable projects to effect completion?

- d) On all projects that producers are holding final episodes pending payment can you provide amounts owed to these producers and confirm that, once paid, will they be considered done and delivered and all spend has been made as mentioned in a) above?
 - e) On the project "Uncommon Beauty 1" all so know as "Artistry of Drag" you mention that the producer is holding you hostage and that the African producer did not perform and you need to re-film in North America and update the audited cost report. Can you provide more details as to what happened and when these problems were brought to you attention?
 - f) On the project "With A Twist 1" has the re-editing started and what is the cost to re-edit and complete that project?
- 3) Based on your numbers you believe that with receipt of the outstanding GST receivables and a new cash investment of \$225,000 you would be in a position to complete all BMO productions. Can you tell us what amounts you expect in GST refunds and when these are expected with a breakdown for each BMO funded project?
 - 4) Based on completing the projects you would need approximately \$225,000 over a 3-month period to cover staff, software costs etc.. Can you provide us with the details (cashflow) of this spend and which team members and third party costs will be part of this 3-month process? Therefore, you would need the GST refund and an additional \$225,000 to complete all the projects. Would this amount also include the projects producers are holding final episodes pending payment? How satisfied are you that the process would take only 3 months?
 - 5) Your current plan is for a company that you control to work with SML distributors to generate enough revenue to pay for the \$225,000 to be injected. A company you control (is this SML Distributors?) would loan cash to the SPC's to pay the production cost shortfall as well as core team for the next 3 months. Can you give us detail on this company SML Distributors, that is, exact legal name, ownership structure, what does the company do, who manages the company, has it acquired any rights to our project? If yes, please forward sum sample contracts.
 - 6) In your email you provided a Schedule B - Borrowing Base Certificate with comments in writing you mention the following:
 - a) "Producer holding us hostage" when did these issues begin?
 - b) "CEO 5 is over budget by 8% and CEO 6 is 9% over budget" when did these overages occur?
 - c) "CAVCO won't respond to us, so we don't know if there is a problem" Why is CAVCO not responding? As you mentioned in other emails, they have been asking a number of questions on all the projects? Have you finished answering their questions on all the projects?
 - d) As for acceptable tax credits you state "Based on tax credit opinions but not what we think is actually earned" (amount in schedule B is \$20,978,638). What is the time frame for you and your team providing BMO with what you think has been earned and will be earned when all expenses have been paid?

It is important that we get all the information requested above in order to consider your request, however the priorities are the following:

- 1) News from CAVCO and your plan in dealing with CAVCO?
- 2) If CAVCO provides the part A's what is the expected time frame to collect the tax credits?
- 3) What is the cost to complete each of the projects?
- 4) What is the estimated time to complete each of the projects?
- 5) What available funds are available to fund the completions of the projects? What are all the sources of these funds including GST, proposed cash injection of \$225,000 as proposed in your emails

As for a meeting between you and your team and Jon and myself in person at AFM, lets see how things progress over the next week or so and we can take it from there.

Louie Porco

Directeur principal / Senior Director
Financement des Médias / Media Finance

BMO Banque de Montréal / BMO Bank of Montreal

:

C: 438-826-3457 E: luigi.porco@bmo.com

From: Ari Taub <ari@taublawn.ca>

Sent: October 12, 2023 6:42 PM

To: PORCO, Louie <luigi.porco@Bmo.com>

Cc: jeff.beeston@serendipitymedia.ca; joe <joe@serendipitymedia.ca>; Daniel Pichette <dan@taublawn.ca>; Dyck, Jonathan <jdyck@millerthomson.com>

Subject: SML update

External Email: Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Hey Louie

As requested, here is an update on the SML productions:

Attached is a borrowing base certificate. As you can see, Sarah hasn't signed the borrowing base certificate because the highlighted sections are no longer correct. In addition the estimated tax credits won't be accurate as we have been using the tax credit opinion for the estimated tax credits. In order to give you better estimates, the SML finance team has been trying to notionally prepare all productions for audit so they can internally estimate the tax credits earned based on what they think the actual costs to complete will be. This is a daunting process given the downsizing SML has needed to do recently.

Also attached is a margining table. It hasn't been signed either because it isn't totally accurate. Artistry of Drag needs to be re-filmed as the African production team is holding us hostage. See more details in the attachment showing production status. The expected tax credit amounts in the margining table come from the tax credit opinions. We believe there will be variances based on our internal analysis of the actual amounts spent. Given that CAVCO hasn't been responding to us, we don't have confidence in the expected dates for when tax credits will be received.

Based on numbers finance has calculated to date, cash in the spc's plus GST receivable is 25k short of the cost to complete all BMO productions. Our current estimated cost of the core team, required monthly technology /bank fees/ software fees, and ongoing insurance costs related to the BMO spc's is estimated to be @200k for the next 3 months. This means there is an estimated 225k shortfall in order to finish productions, reply to govt questions, and generally do what's required to earn and collect the tax credits over the next 3 months. We are refining these cost numbers and will provide a further update when we have finished our analysis.

Our current plan is for a company I control to sell brands and work with current SML distributors in order to generate revenue to cover the 225k shortfall such that all productions get finished and the core team gets paid.

The optimal solution is for the spc's to include this 225k in their costs such that they earn extra tax credits.

In order to accomplish this goal, I propose that the company I control would loan cash to the spc's in order that the spc's can pay the production cost shortfall as well as core team, tech costs and insurance costs. Effectively, this would be my family injecting 225k of cash in order for SML to finish the BMO productions. I would like your agreement that the license /brand revenue that my team generates be used first to repay this 225k cash injection.

So in summary, the productions will get finished using existing cash in the spc's, GST refunds as they arrive and a cash injection by a company controlled by my family. That company will generate license /brand revenue for the spc's. The spc's will use that license/ brand revenue to repay the cash injection from my family.

The SML finance team is working hard to get BMO accurate numbers for each production and it's going to take a bit more time to get those organized. As you mentioned, it's possible to call in some favors and get production done for less than normal if one knows the right people to talk to. As such, some of this is still a moving target as we try to optimize.

Attached is a breakdown of production status for each production. Timing of when each production will be completed is dependent on when GST refunds arrive as well as when license/brand revenue arrives. It's entirely possible that SML generates excess license/brand revenue which could be used to complete production even without the GST refunds, but timing is unknown.

Attached are recent bank statements for unfinished productions.

I fly to mip/sportel on Friday and I'm back Oct 27. I might then go to afm. My aim is to get you something formal next week while I'm at mip. If you are planning to be at afm, then let's discuss this more in person in LA.

Ari Taub

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

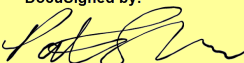
Ari promotes amateur and pro mixed martial arts through [Hard Knocks Fighting Championship](#). Also, visit us on [Facebook](#). Ari also shares his Olympic story and business message through public speaking engagements.

[EXTERNAL EMAIL / COURRIEL EXTERNE]

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

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

This is Exhibit "M" 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...

Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI



Media Finance
BMO Commercial Bank
First Canadian Place
100 King Street West, 18th Floor
Toronto, ON M5X1A1

Strictly Private & Confidential

Delivered by Electronic Mail (ari@taublaw.ca)

November 7, 2023

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

Attention: Ari Taub/Sarah Howell

Dear Sirs/Mesdames:

Reference is made to the Offer of Financing dated August 23, 2022 (the "**Offer Letter**") issued by Bank of Montreal (the "**Bank**") in favour of and accepted by Serendipity Media Ltd. (the "**Borrower**") and certain others, to our letter addressed to the Borrower dated October 26, 2023 and to our recent discussions by telephone and email correspondence. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Offer Letter.

In our October 26, 2023 letter, we identified certain defaults under the Offer Letter which were of serious concern to the Bank including, *inter alia*, defaults in respect of certain reporting requirements and a default in respect of the payment of the interest which is required to be paid on a monthly basis under the Offer Letter.

As of the date of this letter, the Borrower continues to be in default in respect the above-noted existing defaults and a further default has occurred in that the interest payment due on November 1, 2023 was also not paid as required.

These defaults continue to be of serious concern to the Bank and the Bank does not waive these defaults and reserves all of its rights, including any right to make demand for repayment under the Offer Letter.

We understand from our discussions with you that that the Borrower continues to lack sufficient cash resources to satisfy all of its financial obligations over the next few months including its obligation to complete and deliver certain of the Eligible Productions financed by the Bank and to respond to the various enquiries from applicable governmental authorities which are holding up the certification of Eligible Productions and therefore delaying repayment of the obligations of the Borrower to the Bank.

As set out in our October 26, 2023 letter and in light of all existing circumstances, the Bank has taken the decision to require that a financial advisor be appointed to assess, and to provide a report on, the Bank's security position and the overall financial position of the Borrower and its subsidiaries with a view to maximizing the value of the existing collateral and to moving things forward with the Canadian Audio Visual Certification Office and other applicable governmental authorities.

To that end, we attach an engagement letter dated November 7, 2023 that has been signed by the Bank appointing Weisbord Del Gaudio Iacono to act as financial consultants to the Bank. Please arrange to have this engagement letter signed on behalf of the Borrower and the applicable Guarantors and returned to us as soon as possible and, in any event, no later than 5 pm (Toronto time) on November 13, 2023.

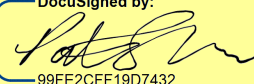


The Bank again affirms all rights and remedies under the Offer Letter and all ancillary documentation, including all security documentation, in respect of all existing and future breaches and defaults arising under the Offer Letter and the Bank's security documentation.

BANK OF MONTREAL

Per: Luigi Porco
Name: Luigi Porco
Title: Senior Director, Media Finance

This is Exhibit "N" 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...

Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI



Media Finance
BMO Commercial Bank
First Canadian Place
100 King Street West, 18th Floor
Toronto, ON M5X1A1

November 7, 2023

Weisbord Del Gaudio Iacono
834 Ste-Croix
Montreal Quebec H4L 3Y41

Attention: Mr. Joe Iacono

Dear Sir,

Re: Serendipity Media Ltd. (the “Borrower”)

We hereby retain Weisbord Del Gaudio Iacono as consultant (the “**Consultant**”) for Bank of Montreal (the “**Bank**”) 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**”).

Capitalized terms used in this letter and not otherwise defined shall have the meanings given to such terms in the Offer Letter.

The Consultant’s duties, as the Consultant considers necessary, shall include but not necessarily be limited to:

- An examination of the financial and business affairs of the Companies, including without limitation, an examination and inspection of business, accounting, legal and other records of the Companies and their property and assets;
- Reviewing the status of all applicable tax credit applications in respect of Eligible Tax Credit Receivables including without limitation, engaging with Canadian Audio-Visual Certification Office and any other applicable federal or provincial governmental authorities (“**Applicable Governmental Authorities**”) for the purposes of facilitating the certification of Eligible Productions;
- Communicating with Applicable Governmental Authorities and making recommendations to the Bank based on such communications;
- Reviewing for reasonableness and assessing all budgets, cash flow projections, business plans, financial and other information provided by the Companies to the Bank in respect of Eligible Productions and in respect of loans made by the Borrower to

Eligible Third Party Borrowers for the purposes of, *inter alia*, determining the required cost to complete and deliver any undelivered productions;

- Reviewing the eligibility of Eligible Productions and any productions associated with loans made to Eligible Third Party Borrowers for the purposes of the Tax Credits and assessing the anticipated potential collections in respect of such productions;
- Reviewing and reporting to the Bank on any sales or licensing of Eligible Productions or any productions associated with loans made to Eligible Third Party Borrowers made or expected to be made by the Borrower or any other related parties;
- Reporting to the Bank on whether current operating results are being reported by the Companies to the Bank on a timely basis and whether the appropriate short-term and long-term operating budgets and cash flows are being prepared by the Companies to assist the Consultant in this review;
- Reviewing and assessing any plans and proposals of the Companies, including without limitation, consideration of all letters of intent, offers and proposals, formal or informal, made by or presented to the Companies in respect of any refinancing of the Bank Indebtedness or any other indebtedness, any proposed equity investments and any proposed divestiture of assets of the Companies outside of the ordinary course of business;
- Reviewing and analyzing the secured position of the Bank and recommending any remedial measures to assist the Bank with maximizing the value of its secured position; and
- Any other matters which appear to the Consultant and the Bank to be relevant to the financial position of the Companies, the relationship of each of the Companies with their creditors and to the Bank's security position.

We confirm that the Consultant will not have, nor shall the Consultant take or exercise any management, responsibility or control over any of the business, operations or assets of any of the Companies, including approval of any transactions, and that all such authority and responsibility shall remain with the Companies. We further confirm that the Consultant will not employ nor act as an employer of any of the employees of the Companies.

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 co-operation 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. In particular and without limitation, by executing this letter it is acknowledged and agreed by the Companies, in favour of the Bank and the Consultant, that:

1. The Consultant shall have unrestricted access to all of the business, accounting, legal and other books, records, documents, information (howsoever stored), facilities, assets and

premises of the Companies during and after the Companies' regular business hours. Information requested by the Consultant will be provided within a reasonable time frame.

2. The Consultant may copy or take extracts from any books, records, information (however stored) or other documents to which the Consultant is entitled access hereunder, and provide same to the Bank.
3. Each of the Companies and their shareholders, directors, officers, employees, agents, auditors, accountants and advisors shall answer all of the Consultant's enquiries fairly, fully and to the best of their ability and they shall provide the Consultant with any information that the Consultant may reasonably request with respect to the business, assets and affairs of the Companies. The Companies will use reasonable skill, care and attention to ensure that all information provided to the Consultant is accurate and complete and to notify the Consultant if it subsequently learns that the information provided is incorrect or inaccurate in some material respect or otherwise should not be relied on.
4. Each of the Companies authorizes the Bank to disclose to the Consultant any information the Bank has concerning each of the Companies, their respective subsidiaries and affiliates and their respective businesses, assets and affairs.
5. The Consultant engagement hereunder shall not prejudice, impair or adversely affect the rights or remedies of the Bank as against the Companies or require the Bank to delay in enforcing any of those rights or remedies.
6. During the course of the Consultant's engagement, the Consultant will only be acting as a consultant to the Bank. The Consultant, as a consultant engaged by the Bank, shall have and will assume no decision making responsibilities, will have no management capacity, will not offer advice or direction to, nor exercise any degree of control or influence over, the business and affairs of the Companies or any of their transactions or their management, will not be responsible for any decisions or actions of the Companies and, in particular, will have no fiduciary duties to the Companies and will not be in conflict in acting for the Bank. The Consultant will not take possession or control of the premises, assets or undertaking of any of the Companies.
7. The Companies will promptly provide full disclosure to the Consultant and the Bank of all existing, new and changes to previously disclosed divestiture plans, purchase offers, expressions of interest, letters of intent and agreements relating to any sale of or investment in all or any part of any Companies' business, including without limitation, any refinancing proposals or proposals for the infusion of equity into the Companies in each case in advance of any decisions being made regarding the acceptance, rejection, or modification of same including, without limitation, any conditional offers, term sheets and expressions of interest, even if non-binding.
8. During the course of the Consultant's engagement, the Companies will not make any payments outside of the ordinary course of business to any supplier, creditor, shareholder or other person.

9. The Consultant's reasonable professional fees and disbursements and goods and services tax incurred during the course of this engagement shall be for the account of the Companies. Each of the Companies agrees to indemnify the Bank with respect to the fees and expenses of the Consultant in carrying out its engagement and authorizes the Bank to debit the accounts of the Companies for such services and acknowledges that the Consultant's fees shall be based upon its regular rates for each person in question.
10. The engagement of the Consultant is not an act of enforcement of any security held by the Bank in respect of the liabilities and obligations of the Companies and, in particular, the Consultant is not, nor shall it become, the owner of, nor shall it be in charge, management, custody or control of, any real property owned or occupied by the Companies, or any of the Companies' business, affairs or other assets. In engaging the Consultant, the Bank is not waiving any of the provisions of its security or other agreements or any of its rights to proceed with or enforce any rights or remedies it has pursuant to such agreements.
11. The Consultant is authorized to use any of its employees and such agents as it considers necessary, acting reasonably, in the course of its engagement hereunder with respect to the subject matter hereof.
12. The Consultant's fees will be based on time actually spent at standard hourly rates. In addition, the Consultant will be reimbursed for disbursements properly and reasonably incurred by it to carry out this engagement. The Consultant will provide billings for professional services on a monthly basis for immediate payment by the Companies.
13. In addition to the specific terms of engagement outlined in this letter, by executing this letter each of the Companies agrees to the Consultant's standard terms which are contained in Appendix 1 to this letter.
14. The Consultant will, if it considers it necessary, prepare certain written report(s) for submission to the Bank. The Consultant is entitled to provide the Bank and its counsel with such reports and any other information arising out of this engagement. The Consultant is also entitled to report orally to the Bank as it considers necessary on any matters relating to this engagement. All reports, whether written or verbal, and all other work product, including emails, notes, recommendations and communications in any form prepared by the Consultant (the "**Work Product**") are confidential and privileged and shall be the property of the Bank and for the sole use of the Bank, and shall not be distributed to anyone else without the prior written consent of the Bank.
15. The Companies will not object to the appointment of the Consultant and agree that the Consultant can be subsequently appointed as receiver, receiver and manager, agent or otherwise under the Bank's security.
16. The Companies acknowledge and agree that the Consultant's appointment as Consultant under this Agreement is not a conflict of interest and any subsequent appointment of the Consultant as receiver, receiver and manager, agent or otherwise under the Bank's security regarding the Companies shall not be a conflict of interest by virtue of the Consultant

having been appointed as Consultant under this Agreement nor as a result of any previous discussions regarding the potential engagement of the Consultant by the Companies.

17. 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.
18. Each of the Companies acknowledges having received independent legal advice with respect to the terms of this Agreement. Each of the Companies further acknowledges and agrees that it has reviewed this Agreement, understands the terms, and understands its rights and obligations hereunder.
19. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the Ontario Superior Court of Justice (Toronto) and all courts competent to hear appeals therefrom.
20. This Agreement shall not be modified except by written agreement executed by all of the parties hereto. Subject to the Offer Letter and all related security documents, this Agreement represents the entire and sole agreement between the parties with respect to the subject matter hereof. Each of the Companies acknowledges and agrees that the Offer Letter and all security and guarantees provided pursuant to the Offer Letter, and all ancillary documentation executed by the Companies is binding upon and is enforceable against the Companies, as applicable, in accordance with the terms thereof. None of the Companies dispute their respective liability to pay the Bank Indebtedness to the Bank (including any amounts borrowed or guaranteed) on any basis whatsoever and each Company acknowledges and agrees, in favour of the Bank, that they have no claims for set-off, counterclaim, or damages on any basis whatsoever against the Bank or the Consultant or any of their directors, officers, employees, representatives, and agents as of the date hereof.

Notwithstanding the foregoing, and for greater certainty, the Consultant and the Bank acknowledge and agree that the Companies will not be required to deliver to the Consultant or the Bank any documents or written communications which are subject to solicitor-client privilege, provided that in the event that any such privileged documents or written communications are delivered to the Bank or the Consultant by the Companies voluntarily and any information contained therein is included in whole or in part in the Work Product, the Companies shall be entitled to rely on a claim of privilege to prevent the Bank from making use of any findings in the Work Product.

The execution of this letter in the space provided for below by the Borrower and the Guarantors shall confirm each of their agreement to the terms of this letter engaging the Consultant.

Yours truly,

BANK OF MONTREAL

Per: Luigi Porco
Name: Luigi Porco
Title: Senior Director, Media Finance

The Companies for consideration received, the receipt and sufficiency of which is hereby acknowledged, hereby consents and agrees to the engagement by the Bank of the Consultant, in accordance with the terms and conditions of the foregoing letter and hereby agrees to pay all professional fees and disbursements incurred in the course of such engagement as provided for herein. Each of the Companies further acknowledges and agrees that the engagement of the Consultant shall not prejudice, impair or adversely affect the rights or remedies of the Bank as against the Companies (all of which are fully reserved) or require the Bank to delay in enforcing any of said rights or remedies.


The Companies and each of their respective directors, officers, employees, agents, shareholders and affiliates, hereby fully and forever releases and discharges the Bank and the Consultant and each of their directors, officers, employees, agents, shareholders and affiliates (collectively, the “**Released Parties**”) from and against all liability whatsoever in respect of all claims, set-offs, counterclaims, damages, debts, actions, suits, demands and causes of action that the Companies may have against the Released Parties, whether known or unknown, arising to the date of this Agreement. Each of the Companies also acknowledges and agrees in favour of the Released Parties that it (i) has not made any claim or taken any proceeding, (ii) shall not make any claim or take any proceeding, (iii) has no knowledge that any corporation or other person or entity has made any claim or take any proceeding or (iv) has no knowledge that any corporation or other person or other entity will make any claim or take any proceeding in connection with any of the claims released by this paragraph against any corporation or person or other entity who might claim contribution, indemnity or other relief from the Released Parties or any of their directors, officers, employees, agents, shareholders and affiliates by virtue of said claim or proceeding.

[Remainder of page intentionally black. Signature pages follow.]

- 7 -


DATED at Calgary, Alberta, this 13 day of November, 2023.

SERENDIPITY MEDIA LTD.

Per: 
Name: Sarah Howell
Title: President

I have the authority to bind the corporation

**ADV: PR 3 MB. LTD.
ADVENTURE COOKING AML 1 OS LTD.
AFRICAN EVIL 1 MB. LTD.
AFRICAN EVIL 2 MB. LTD.
AFRICAN SUPERSTITION 1 ON. LTD.
ANOTHER ROUND 1 MB. LTD.
ARTISTRY OF DRAG 1 MB. LTD.
ASCEND TELEVISION 4 OS LTD.
ASCEND TELEVISION 5 OS LTD.
BOTSWANA NFT AML 1 OS LTD.
TRANSFORMATIVE CEOS 4 MB. LTD.
JOT 1 MB. LTD.
TRANSFORMATIVE CEOS 5 MB. LTD.
JOBS OF TOMORROW 2 MS LTD.
TRANSFORMATIVE CEOS 6 MS LTD.
CHEFS IN THE WILD AML 1 OS LTD.
FUN Q 1 OS LTD.
THE MANY TALENTS OF
TRADITIONAL HEALERS 1 ON. LTD.
MASTERS COSPLAY 1 MB. LTD.
MEALZ ON WHEELZ 1 MS LTD.
SOWETO 1 MB. LTD.
THE OTHER SIDE 1 ON. LTD.
WITH A TWIST 1 ON. LTD.**

Per: 
Name: Sarah Howell
Title: President

I have the authority to bind each corporation

WEISBORD DEL GAUDIO IACONO

Per: 
Joe Iacono

APPENDIX 1

Standard Terms and Conditions

Except as otherwise specifically provided in the preceding engagement letter (the “**Engagement Letter**”) into which these terms and conditions are incorporated (the Engagement Letter and this Appendix 1 being sometimes hereafter referred to collectively as the “**Agreement**”), these terms and conditions will apply to any engagement carried out by the Consultant in relation to the Companies. For the purposes of this Appendix 1, the term Consultant includes the Consultant’s subcontractors, affiliates, and their respective partners, directors, officers and employees.


1. **Timely Performance** – the Consultant will exercise due professional care and competence in the performance of the services described in the Agreement (the “**Services**”). The Consultant will not be liable for failures or delays in the performance of Services that arise from causes beyond its control, including the untimely performance by the Companies, their representatives, advisors or agents, of its obligations under the Agreement.
2. **Companies’ Responsibilities** - The Companies will provide to the Consultant in a timely manner complete and accurate information and access to management personnel, staff, premises, computer systems and applications as is reasonably required by the Consultant to complete the performance of the Services.
3. **Fees** - Any fee estimates by the Consultant take into account the agreed-upon level of preparation and assistance from the Companies’ personnel. The Consultant undertakes to advise the Companies and the Bank on a timely basis should this preparation and assistance not be provided or should any other circumstances arise which cause actual time to exceed estimated time.
4. **Expenses** - The Consultant will bill for all reasonable expenses. Major direct costs such as travel, meals, accommodation and other significant expenses will be charged as incurred.
5. **Billing** - Bills including expenses will be rendered on a monthly basis as the assignment progresses. Interest on overdue accounts is calculated at the rate noted on the invoice commencing 30 days following the date of the invoice.
6. **Taxes** - The fees, expenses and other charges payable pursuant to this Agreement do not include taxes or duties. All applicable taxes or duties, whether presently in force or imposed in the future, will be assumed and paid by the Companies without deduction from the fees, expenses and charges hereunder.
7. **Governing Law** - This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

8. **Working Papers/Reports** - The Consultant retains all copyright and other intellectual property rights in everything developed by the Consultant either before or during the course of an engagement including systems, methodologies, software and know-how. Except as otherwise provided in the Engagement Letter, the Consultant also retains all copyright and other intellectual property rights in all reports, written advice or other materials provided by us to the Bank although the Bank will have the full right to use these materials within its own organization and as set out in this agreement.
9. **Severability** - If any of the provisions of these terms and conditions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and be binding on the parties to the fullest extent permitted by law.
10. **Legal Proceedings** - In the event the Consultant is requested or authorized by the Bank or is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to this engagement, the Consultant shall be entitled to be reimbursed for reasonably incurred professional time and expenses, as well as the fees and expenses of counsel, incurred in responding to such requests.
11. **Miscellaneous** - The Consultant shall provide all services as an independent contractor and nothing shall be construed to create a partnership, joint venture or other relationship. No party shall have the right, power or authority to obligate or bind the other in any manner.
12. **Limitation of Liability** - The Consultant shall not be liable to the Companies for any action, claim, loss or damage (whether in tort, contract or otherwise) arising out of the provision of services.
13. **Reasonableness of Provisions** - The Companies acknowledge that the exclusions and limitations of warranties and liabilities contained in this Agreement are reasonable, having regard to the nature of the Services and the fees charged by the Consultant and that the Consultant would not have entered into this Agreement but for such exclusions and limitations.

APPENDIX 2

ADV: PR 3 MB. LTD.
ADVENTURE COOKING AML 1 OS LTD.
AFRICAN EVIL 1 MB. LTD.
AFRICAN EVIL 2 MB. LTD.
AFRICAN SUPERSTITION 1 ON. LTD.
ANOTHER ROUND 1 MB. LTD.
ARTISTRY OF DRAG 1 MB. LTD.
ASCEND TELEVISION 4 OS LTD.
ASCEND TELEVISION 5 OS LTD.
BOTSWANA NFT AML 1 OS LTD.
TRANSFORMATIVE CEOS 4 MB. LTD.
JOT 1 MB. LTD.
TRANSFORMATIVE CEOS 5 MB. LTD.
JOBS OF TOMORROW 2 MS LTD.
TRANSFORMATIVE CEOS 6 MS LTD.
CHEFS IN THE WILD AML 1 OS LTD.
FUN Q 1 OS LTD.
THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.
MASTERS COSPLAY 1 MB. LTD.
MEALZ ON WHEELZ 1 MS LTD.
SOWETO 1 MB. LTD.
THE OTHER SIDE 1 ON. LTD.
WITH A TWIST 1 ON. LTD.

This is Exhibit "O" 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...

Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

EXHIBIT “O”**INDEX OF DEMAND LETTERS AND NITES**

| NO. | ENTITY |
|------------|--|
| 1. | SERENDIPITY MEDIA LTD. |
| 2. | ADV: PR 3 MB. LTD. |
| 3. | ADVENTURE COOKING AML 1 OS LTD. |
| 4. | AFRICAN EVIL 1 MB. LTD. |
| 5. | AFRICAN EVIL 2 MB. LTD. |
| 6. | AFRICAN SUPERSTITION 1 ON. LTD. |
| 7. | ANOTHER ROUND 1 MB. LTD. |
| 8. | ARTISTRY OF DRAG 1 MB. LTD. |
| 9. | ASCEND TELEVISION 4 OS LTD. |
| 10. | ASCEND TELEVISION 5 OS LTD. |
| 11. | BOTSWANA NFT AML 1 OS LTD. |
| 12. | CHEFS IN THE WILD AML 1 OS LTD. |
| 13. | FUN Q 1 OS LTD. |
| 14. | JOBS OF TOMORROW 2 MS LTD. |
| 15. | JOT 1 MB. LTD. |
| 16. | MASTERS COSPLAY 1 MB. LTD. |
| 17. | MEALZ ON WHEELZ 1 MS LTD. |
| 18. | SOWETO 1 MB. LTD. |
| 19. | THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD. |
| 20. | THE OTHER SIDE 1 ON. LTD. |
| 21. | TRANSFORMATIVE CEOS 4 MB. LTD. |
| 22. | TRANSFORMATIVE CEOS 5 MB. LTD. |
| 23. | TRANSFORMATIVE CEOS 6 MS LTD. |
| 24. | WITH A TWIST 1 ON. LTD. |



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

Direct Line: +1 416.595.8615
jcarhart@millerthomson.com

Private and Confidential

Delivered Via Email To: ari@taublaw.ca

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of Serendipity Media Ltd. (“Borrower”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

We are advised by the Lender that, as of December 8, 2023, the Borrower is indebted to the Lender in the amount of CDN \$19,900,163.27 (the “**Indebtedness**”) pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Borrower. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Offer Letter, and the production security agreement executed by the Borrower as of October 5, 2022 (the “**Production Security Agreement**”).

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|------------------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

As security for the obligations of the Borrower to the Lender, including the Indebtedness, the Borrower granted a security interest in favour of the Lender in the Collateral defined in the Production Security Agreement.

The Borrower’s defaults under the Offer Letter include the following:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;
- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

On November 7, 2023, the Borrower acknowledged in writing that it was in default under the Offer Letter.

The Lender hereby declares the Indebtedness immediately due and payable under the Offer Letter.

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: SERENDIPITY MEDIA LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of Serendipity Media Ltd. (the “**Borrower**”) described below:
 - (a) The following undertaking and personal property of the Borrower:
 - (i) 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;
 - (ii) 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;
 - (iii) 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
 - (iv) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,
MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com

SCHEDULE "A"

ADV: PR 3 MB. LTD.
ADVENTURE COOKING AML 1 OS LTD.
AFRICAN EVIL 1 MB. LTD.
AFRICAN EVIL 2 MB. LTD.
AFRICAN SUPERSTITION 1 ON. LTD.
ANOTHER ROUND 1 MB. LTD.
ARTISTRY OF DRAG 1 MB. LTD.
ASCEND TELEVISION 4 OS LTD.
ASCEND TELEVISION 5 OS LTD.
BOTSWANA NFT AML 1 OS LTD.
TRANSFORMATIVE CEOS LTD.
TRANSFORMATIVE CEOS 4 MB. LTD.
JOT 1 MB. LTD.
TRANSFORMATIVE CEOS 5 MB. LTD.
JOBS OF TOMORROW 2 MS LTD.
TRANSFORMATIVE CEOS 6 MS LTD.
CHEFS IN THE WILD AML 1 OS LTD.
FUN Q 1 OS LTD.
THE MANY TALENTS OF
TRADITIONAL HEALERS 1 ON. LTD.
MASTERS COSPLAY 1 MB. LTD.
MEALZ ON WHEELZ 1 MS LTD.
SOWETO 1 MB. LTD.
THE OTHER SIDE 1 ON. LTD

SCHEDULE "B"

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



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

Direct Line: +1 416.595.8615
jcarhart@millerthomson.com

Private and Confidential

Delivered Via Email To: ari@taublaw.ca

ADV: PR 3 MB. LTD

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of ADV: PR 3 MB. LTD (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: ADV: PR 3 MB. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **ADV: PR 3 MB. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27 plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

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jcarhart@millerthomson.com

Private and Confidential

Delivered Via Email To: ari@taublaw.ca

ADVENTURE COOKING AML 1 OS LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of ADVENTURE COOKING AML 1 OS LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: ADVENTURE COOKING AML 1 OS LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **ADVENTURE COOKING AML 1 OS LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
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 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millertomson.com



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December 8, 2023

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Delivered Via Email To: ari@taublaw.ca

AFRICAN EVIL 1 MB. LTD.
260005 Mountain Ridge Place
Rocky View County, Alberta
T4C 2Y1

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of AFRICAN EVIL 1 MB. LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

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| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
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| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: AFRICAN EVIL 1 MB. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **AFRICAN EVIL 1 MB. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
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 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
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Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millertomson.com



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AVOCATS | LAWYERS

December 8, 2023

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Delivered Via Email To: ari@taublaw.ca

AFRICAN EVIL 2 MB. LTD.
260005 Mountain Ridge Place
Rocky View County, Alberta
T4C 2Y1

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of AFRICAN EVIL 2 MB. LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

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As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

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| Principal at December 8, 2023 | \$19,374,978 |
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| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

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Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: AFRICAN EVIL 2 MB. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the "**Lender**"), a secured creditor, intends to enforce its security on the property of **AFRICAN EVIL 2 MB. LTD.** (the "**Guarantor**") described below:
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 - (i) leased or consigned to or by the Guarantor 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;
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Dated at Toronto this 8th day of December, 2023

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Per:



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December 8, 2023

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AFRICAN SUPERSTITION 1 ON. LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

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We are the lawyers for the Lender.

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Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: AFRICAN SUPERSTITION 1 ON. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **AFRICAN SUPERSTITION 1 ON. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

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jcarhart@millerthomson.com

Private and Confidential

Delivered Via Email To: ari@taublaw.ca

ANOTHER ROUND 1 MB. LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of ANOTHER ROUND 1 MB. LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: ANOTHER ROUND 1 MB. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **ANOTHER ROUND 1 MB. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

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2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



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December 8, 2023

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Delivered Via Email To: ari@taublaw.ca

ARTISTRY OF DRAG 1 MB. LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of ARTISTRY OF DRAG 1 MB. LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

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| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: ARTISTRY OF DRAG 1 MB. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the "**Lender**"), a secured creditor, intends to enforce its security on the property of **ARTISTRY OF DRAG 1 MB. LTD.** (the "**Guarantor**") described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
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 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

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2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
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 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millertomson.com



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December 8, 2023

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Delivered Via Email To: ari@taublaw.ca

ASCEND TELEVISION 4 OS LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of ASCEND TELEVISION 4 OS LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: ASCEND TELEVISION 4 OS LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **ASCEND TELEVISION 4 OS LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
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Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



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December 8, 2023

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ASCEND TELEVISION 5 OS LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of ASCEND TELEVISION 5 OS LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

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| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: ASCEND TELEVISION 5 OS LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **ASCEND TELEVISION 5 OS LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

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jcarhart@millerthomson.com

Private and Confidential

Delivered Via Email To: ari@taublaw.ca

BOTSWANA NFT AML 1 OS LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of BOTSWANA NFT AML 1 OS LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: BOTSWANA NFT AML 1 OS LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **BOTSWANA NFT AML 1 OS LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

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jcarhart@millerthomson.com

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Delivered Via Email To: ari@taublaw.ca

CHEFS IN THE WILD AML 1 OS LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of CHEFS IN THE WILD AML 1 OS LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: CHEFS IN THE WILD AML 1 OS LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **CHEFS IN THE WILD AML 1 OS LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

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2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



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December 8, 2023

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jcarhart@millerthomson.com

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Delivered Via Email To: ari@taublaw.ca

FUN Q 1 OS LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of FUN Q 1 OS LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: FUN Q 1 OS LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **FUN Q 1 OS LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
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 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
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 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

Direct Line: +1 416.595.8615
jcarhart@millerthomson.com

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Delivered Via Email To: ari@taublaw.ca

JOBS OF TOMORROW 2 MS LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of JOBS OF TOMORROW 2 MS LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: JOBS OF TOMORROW 2 MS LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **JOBS OF TOMORROW 2 MS LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

Direct Line: +1 416.595.8615
jcarhart@millerthomson.com

Private and Confidential

Delivered Via Email To: ari@taublaw.ca

JOT 1 MB. LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of JOT 1 MB. LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: JOT 1 MB. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **JOT 1 MB. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

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Delivered Via Email To: ari@taublaw.ca

MASTERS OF COSPLAY 1 MB. LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of MASTERS OF COSPLAY 1 MB. LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

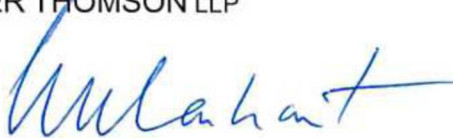
In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: MASTERS OF COSPLAY 1 MB. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **MASTERS OF COSPLAY 1 MB. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



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December 8, 2023

Direct Line: +1 416.595.8615
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Delivered Via Email To: ari@taublaw.ca

MEALZ ON WHEELZ 1 MS LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of MEALZ ON WHEELZ 1 MS LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: MEALZ ON WHEELZ 1 MS LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **MEALZ ON WHEELZ 1 MS LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



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AVOCATS | LAWYERS

December 8, 2023

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Private and Confidential

Delivered Via Email To: ari@taublaw.ca

SOWETO 1 MB. LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of SOWETO 1 MB. LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: SOWETO 1 MB. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **SOWETO 1 MB. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

Direct Line: +1 416.595.8615
jcarhart@millerthomson.com

Private and Confidential

Delivered Via Email To: ari@taublaw.ca

THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

**Re: Indebtedness of THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.
(the “Guarantor”) to Bank of Montreal (the “Lender”)**

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millertomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

Direct Line: +1 416.595.8615
jcarhart@millerthomson.com

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Delivered Via Email To: ari@taublaw.ca

THE OTHER SIDE 1 ON. LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of THE OTHER SIDE 1 ON. LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$ \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
| Legal costs to Miller Thomson LLP | \$85,501 |
| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: THE OTHER SIDE 1 ON. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **THE OTHER SIDE 1 ON. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
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2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



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December 8, 2023

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Delivered Via Email To: ari@taublaw.ca

TRANSFORMATIVE CEOS 4 MB LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of TRANSFORMATIVE CEOS 4 MB LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

Pursuant to a guarantee given by the Guarantor in favour of the Lender, executed by the Guarantor as of October 14, 2022 (the “**Guarantee**”), the Guarantor unconditionally guaranteed payment to the Lender of all present and future debts and liabilities owing to the Lender from or by the Borrower.

As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

As of the date hereof, the Borrower has acknowledged in writing that it in default under the Offer Letter, which defaults include:

- failure to deliver a monthly Borrowing Base Certificate within 15 days of month-end for each of September and October 2023;
- failure to pay interest when due and owing on October 1, 2023;
- failure to pay interest when due and owing on November 1, 2023;

- failure to pay interest when due and owing on December 1, 2023; and
- 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*.

As of the date hereof, the Lender has declared the Indebtedness immediately due and payable under the Offer Letter.

The following is a breakdown of the outstanding Indebtedness:

| | |
|--|-----------------|
| Principal at December 8, 2023 | \$19,374,978 |
| Accrued Interest to December 8, 2023 | \$430,929.27 |
| Consulting costs to Weisbord, Del Gaudio Iacono | \$8,755.00 |
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| TOTAL (owing as of December 8, 2023) | \$19,900,163.27 |

On behalf of the Lender, we hereby demand payment in full from you of the Indebtedness, namely the sum of CDN \$19,900,163.27, incurred by the Lender to the date of payment no later than December 18, 2023. Interest is currently accruing on the Indebtedness at the Lender's Prime Rate + 1.00%. As at today's date, interest is accruing in the amount of \$4,352.73 per day.

In the event that payment is not made in full on or before December 18, 2023, the Lender reserves the rights to take whatever measures it may hereafter consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to you.

Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



**Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: TRANSFORMATIVE CEOS 4 MB. LTD., an insolvent person

Take notice that:

1. Bank of Montreal (the “**Lender**”), a secured creditor, intends to enforce its security on the property of **TRANSFORMATIVE CEOS 4 MB. LTD.** (the “**Guarantor**”) described below:
 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
 - (ix) with respect to the personal property described in subparagraphs (i) to (viii) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
 3. The total amount of indebtedness secured by the security is, as at the date hereof, the amount of CAD\$19,900,163.27, plus interest, fees and costs until the date of repayment.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 8th day of December, 2023

BANK OF MONTREAL by its lawyers,

MILLER THOMSON LLP

Per:



Jeffrey Carhart
Telephone: 416.595.8615
jcarhart@millerthomson.com



MILLER THOMSON
AVOCATS | LAWYERS

December 8, 2023

Direct Line: +1 416.595.8615
jcarhart@millerthomson.com

Private and Confidential

Delivered Via Email To: ari@taublaw.ca

TRANSFORMATIVE CEOS 5 MB. LTD.

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

Attention: Ari Taub & Sarah Howell

Dear Sirs/Mesdames:

Re: Indebtedness of TRANSFORMATIVE CEOS 5 MB. LTD. (the “Guarantor”) to Bank of Montreal (the “Lender”)

We are the lawyers for the Lender.

Pursuant to an offer of financing dated August 23, 2022 (the “**Offer Letter**”) issued by the Lender in favour of and accepted by the Serendipity Media Ltd. (the “**Borrower**”), the Borrower is currently indebted to the Lender the in amount of CDN \$19,900,163.27 (the “**Indebtedness**”).

Pursuant to a joinder agreement dated October 14, 2022, granted by the Guarantor in favour of the Lender (the “**Joinder Agreement**”), the Guarantor expressly acknowledged and agreed to become a party to the Offer Letter, and all related loan and security documents, as if it has been an original signatory thereto.

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As security for the obligations of the Guarantor under the Offer Letter and the Guarantee, the Guarantor granted a security interest in favour of the Lender in the Collateral defined in a general security agreement executed by the Guarantor (the “**GSA**”).

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- failure to pay interest when due and owing on November 1, 2023;

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- 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*.

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Enclosed is our client's Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP

Per:

Jeffrey Carhart
Partner
Enclosures



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(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)**

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Take notice that:

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 - (a) All the right, title, interest and benefit which the Guarantor now has or may hereafter have in all property of the following kinds:
 - (i) leased or consigned to or by the Guarantor 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;
 - (ii) 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;
 - (iii) 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 Guarantor, and all claims of any kind which the Guarantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
 - (iv) all chattel paper;
 - (v) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
 - (vi) 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) and all substitutions therefor and, subject to paragraph 4 of the GSA, dividends and income derived therefrom;
 - (vii) 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;

- (viii) with respect to the personal property described in subparagraphs (i) to (vii) 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;
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 - (x) with respect to the personal property described in subparagraphs (i) to (ix) 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.
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 4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

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Partner
Enclosures



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Dated at Toronto this 8th day of December, 2023

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MILLER THOMSON LLP

Per:



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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

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

BANK OF MONTREAL v. SERENDIPITY MEDIA LTD., *ET AL*

Applicant

Respondents

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

Proceedings commenced at Toronto

AFFIDAVIT

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

TAB 3

Draft Receivership Order

carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario, via Zoom videoconference.

ON READING the affidavit of Craig Khattar, affirmed December 21, 2023 and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], no one else appearing although duly served as appears from the affidavit of service of Patryk Sawicki affirmed on December 22, 2023 and on reading the consent of Deloitte to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of the undertaking and personal property of Serendipity listed at Schedule “B” hereto, and of all of the assets, undertakings and properties of the Guarantors, acquired for or used in relation to a business carried on by the Debtors, including all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors related to the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors related to the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors related to the Property and to exercise all remedies of the Debtors related to the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtors related to the Property;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors related to the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtors in respect of the Property, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$200,000, provided that the aggregate consideration for all such transactions does not exceed \$600,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 60(4) of the *Alberta Personal Property Security Act* or subsection 63(4) of the *Ontario Personal Property Security Act* shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors (to the extent such permits, licences, approvals or permissions are related to the Property);
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors related to the Property;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have related to the Property; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, including for certainty and without limitation all employees and former employees of Serendipity and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall

grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least

seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

11. **THIS COURT ORDERS** that nothing in the foregoing paragraphs 9 and 10 shall prevent any or all of the Royal Bank of Canada, the Bank of Hope, and 7032749 Canada Inc., as

administrative agent on behalf of various lenders (the “**Additional Lenders**”) from exercising any of their rights or remedies against the Debtors, including commencing a Proceeding against Serendipity in respect of collateral given by Serendipity in favour of the Additional Lenders and, for certainty, the Additional Lenders do not require consent of the Receiver or the Court to commence such a Proceeding.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors’ current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be

opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors’ behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or

collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Alberta Environmental Protection and Enhancement Act*, the *Alberta Water Act*, the *Alberta Occupational Health and Safety Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and

encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “C” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 22 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<[@](#)>’.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors’ creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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.

SCHEDULE "C"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTORS' NAME] acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number ___-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

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

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

BANK OF MONTREAL v. SERENDIPITY MEDIA LTD., *ET AL*

Applicant

Respondents

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

Proceedings commenced at Toronto

ORDER

MILLER THOMSON LLP

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Lawyers for the Applicant, Bank of Montreal

TAB 4

Blackline of Draft Receivership Order to Model Order

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)
JUSTICE)
)
)
DAY OF ~~MONTH~~ DECEMBER,
~~20YR~~ 2023

PLAINTIFF[†]

Plaintiff

BANK OF MONTREAL

Applicant

- and -

DEFENDANT

Defendant

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

[†] ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the Plaintiff² Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the "~~BIA~~") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "~~CJA~~") appointing ~~[RECEIVER'S NAME]~~Deloitte Restructuring Inc. ("~~Deloitte~~") as receiver ~~[and manager]~~ (in such capacities, 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 [DEBTOR'S NAME] (the "Debtor"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 DebtorDebtors, was heard this day at 330 University Avenue, Toronto, Ontario, via Zoom videoconference.

ON READING the affidavit of ~~[NAME] sworn [DATE]~~Craig Khattar, affirmed December 21, 2023 and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], no one else appearing ~~for [NAME]~~ although duly served as appears from the affidavit of service of ~~[NAME] sworn [DATE]~~Patryk Sawicki affirmed on December 22, 2023 and on reading the consent of ~~[RECEIVER'S NAME]~~Deloitte to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~application record is hereby abridged and validated³ so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

²~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

³~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Deloitte is hereby appointed Receiver, without security, of the undertaking and personal property of Serendipity listed at Schedule "B" hereto, and of all of the assets, undertakings and properties of the ~~Debtor~~Guarantors, acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors related to the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors related to the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors related to the Property and to exercise all remedies of the ~~Debtor~~Debtors related to the Property in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors related to the Property;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors related to the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors in respect of the Property, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

~~⁴This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~200,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~600,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 60(4) of the Alberta Personal Property Security Act or subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[or section 31 of the Ontario *Mortgages Act*, as the case may be,]⁵ shall not be required, ~~and in each case the Ontario *Bulk Sales Act* shall not apply.~~~~

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

~~⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors (to the extent such permits, licences, approvals or permissions are related to the Property);
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors related to the Property;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have related to the Property; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, including for certainty and without limitation all employees and former employees of Serendipity and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of

the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor~~Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

11. THIS COURT ORDERS that nothing in the foregoing paragraphs 9 and 10 shall prevent any or all of the Royal Bank of Canada, the Bank of Hope, and 7032749 Canada Inc., as administrative agent on behalf of various lenders (the "Additional Lenders") from exercising

any of their rights or remedies against the Debtors, including commencing a Proceeding against Serendipity in respect of collateral given by Serendipity in favour of the Additional Lenders and, for certainty, the Additional Lenders do not require consent of the Receiver or the Court to commence such a Proceeding.

NO INTERFERENCE WITH THE RECEIVER

12. ~~11.~~ **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. ~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. ~~13.~~ **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new

accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. ~~14.~~ **THIS COURT ORDERS** that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. ~~15.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Alberta Environmental Protection and Enhancement Act, the Alberta Water Act, the Alberta Occupational Health and Safety Act, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on

the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

20. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances,

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. ~~22.~~ **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A""C" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

25. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph ~~21~~22 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '@>2'.

27. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal

delivery or facsimile transmission to the ~~Debtor's~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

30. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. ~~30.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

| 33. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or
| amend this Order on not less than seven (7) days' notice to the Receiver and to any other party
likely to be affected by the order sought or upon such other notice, if any, as this Court may
order.

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.

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [~~DEBTOR'S~~DEBTORS' NAME] acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

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

Court File No.

BANK OF MONTREAL v. SERENDIPITY MEDIA LTD., ET AL

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER

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Lawyers for the Applicant, Bank of Montreal

|

Document comparison by Workshare Compare on Friday, December 22, 2023 1:18:35 PM

| Input: | |
|---------------|---|
| Document 1 ID | iManage://MTDMSWSSC.MILLERTHOMSON.CORP/Legal/74180359/1 |
| Description | #74180359v1<Legal> - Model Receivership Order |
| Document 2 ID | iManage://MTDMSWSSC.MILLERTHOMSON.CORP/Legal/73971231/6 |
| Description | #73971231v6<Legal> - Appointment Order (draft) |
| Rendering set | Standard |

| Legend: | |
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| Insertion | |
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| Moved from | |
| <u>Moved to</u> | |
| Style change | |
| Format change | |
| Moved deletion | |
| Inserted cell | |
| Deleted cell | |
| Moved cell | |
| Split/Merged cell | |
| Padding cell | |

| Statistics: |
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| | Count |
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| Insertions | 245 |
| Deletions | 173 |
| Moved from | 0 |
| Moved to | 0 |
| Style changes | 0 |
| Format changes | 0 |
| Total changes | 418 |

TAB 5

**Supplementary Affidavit of
Patryk Sawicki
(affirmed December 22, 2023)**

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

**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**

**AFFIDAVIT OF PATRYK SAWICKI
(affirmed December 22, 2023)**

I, PATRYK SAWICKI of the City of Toronto in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am an Associate with the firm Miller Thomson LLP ("**Miller Thomson**"), lawyers for the Bank of Montreal ("**BMO**" or the "**Bank**") 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. This affidavit is sworn in connection with the Bank’s application for the appointment of Deloitte Restructuring Inc. as receiver and manager, 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**”).
3. Attached as Exhibit “A” hereto is a copy of the correspondence from Ari Taub, the principal of the Debtors, and Jonathan Dyck, Partner at Miller Thomson, indicating the Debtors have consented to the proposed Receivership Order included at Tab 3 of the Application Record and to the appointment of the Receiver.
4. I make this Affidavit in support of BMO’s application for an appointment of a receiver and for no other or improper purpose.

AFFIRMED before me at the City of Toronto in the Province of Ontario, this 22nd day of December, 2023, in accordance with O. Reg. 431/20 Administering Oath or Declaration Remotely.

DocuSigned by:
Matthew Cressatti
DA79353421D842D...

Commissioner for Taking Affidavits
MATTHEW CRESSATTI

DocuSigned by:

99FE2CFF19D7432...

PATRYK SAWICKI

SCHEDULE “A”

LIST OF GUARANTOR ENTITIES

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18. THE MANY TALENTS OF TRADITIONAL HEALERS 1 ON. LTD.
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21. TRANSFORMATIVE CEOS 5 MB. LTD.
22. TRANSFORMATIVE CEOS 6 MS LTD.
23. WITH A TWIST 1 ON. LTD.

This is Exhibit “A” referred to in the Affidavit of Patryk Sawicki affirmed by Patryk Sawicki of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 22, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Matthew Cressatti
DA79353421D842D...

Commissioner for Taking Affidavits (or as may be)

MATTHEW CRESSATTI

Sawicki, Patryk

To: Corney, Patrick
Subject: RE: Serendipity - Revised Receivership Order [MTDMS-Legal.FID11520761]

From: Ari Taub <ari@taublaw.ca>
Sent: Friday, December 22, 2023 10:41 AM
To: Dyck, Jonathan <jdyck@millerthomson.com>
Cc: Sarah Howell <sarah@serendipitymedia.ca>
Subject: [**EXT**] Re: Serendipity - Revised Receivership Order [MTDMS-Legal.FID11520761]

Serendipity and the guarantors consent to this order.

Thanks.

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. To purchase tickets to an event or find out more about the fastest growing sport in the world visit www.hardknocksfighting.com. To become a fan of Hard Knocks on Facebook click on the following link <http://www.facebook.com/group.php?gid=41520617809>

Ari also shares his Olympic story and business message through public speaking engagements. If you are interested in hearing Ari's fascinating story and learning how to succeed in business and life please call (403) 283-3422 or send an email to info@taublaw.ca

For more information on Ari go to his personal blog at www.aritaub.com

Contact Info:

Taub Law Office

ari@taublaw.ca

(403) 283-3422 office

(888) 854 4370 fax

(403) 681-7376 cell

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On Dec 22, 2023, at 8:07 AM, Dyck, Jonathan <jdyck@millerthomson.com> wrote:

Ari,

Further to my earlier e-mail, attached are clean and black-lined copies of a revised version of the draft order. Please confirm that you consent to this revised form.

Thanks,

Jon

JONATHAN F. DYCK

Providing services on behalf of a Professional Corporation
Partner

MILLER THOMSON LLP

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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

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

BANK OF MONTREAL v. SERENDIPITY MEDIA LTD., *ET AL*

Applicant

Respondents

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

Proceedings commenced at Toronto

**AFFIDAVIT OF PATRYK SAWICKI
(Affirmed 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

TAB 6

Consent to Act as Receiver

**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

**APPLICATION UNDER SUBSECTION 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**


CONSENT TO ACT AS COURT-APPOINTED RECEIVER AND MANAGER

DELOITTE RESTRUCTURING INC. hereby consents to act as the court-appointed receiver and manager, without security, of the undertaking and personal property of Serendipity Media Ltd. (the "**Serendipity**") listed at Schedule "B" to the Receivership Order, and all of the assets, undertakings and properties of the guarantor entities listed at Schedule "A" to the Receivership Order (collectively, the "**Guarantors**" and, together with Serendipity, the "**Debtors**") acquired for, or used in relation to a business or businesses carried on by the Debtors.

Dated at Toronto, Ontario this 22nd day of December, 2023.

Deloitte Restructuring Inc., solely in its capacity
as Receiver and not in its personal capacity

Per:



Name: Jordan Sleeth

Title: Senior Vice President

I have authority to bind the Corporation.

BANK OF MONTREAL
Applicant

- and -

SERENDIPITY MEDIA LTD., ET AL.
Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

CONSENT TO ACT AS
COURT-APPOINTED RECEIVER

MILLER THOMSON LLP

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Email: jcarhart@millerthomson.com

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Tel: (416) 595-8555

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Lawyers for the Applicant, Bank of Montreal

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

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

BANK OF MONTREAL v. SERENDIPITY MEDIA LTD., *ET AL*

Applicant

Respondents

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

Proceedings commenced at Toronto

APPLICATION RECORD

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