

**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**

**MOTION RECORD OF THE MOVING PARTY, BANK OF HOPE  
(returnable July 31, 2024)**

July 24, 2024

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**TO: THE SERVICE LIST**

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**SERVICE LIST  
(as at July 19, 2024)**

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**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. TRANSFORMA TIVE CEOS 4 MB. LTD.
21. TRANSFORMATIVE CEOS 5 MB. LTD.
22. TRANSFORMATIVE CEOS 6 MS LTD.
23. WITH A TWIST 1 ON. LTD.

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# TAB 1

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 -

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Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE  
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SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

**NOTICE OF MOTION  
(returnable July 31, 2024)**

Bank of Hope (the “**Bank**”) will make a motion to a judge presiding over the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on July 31, 2024, at 12:00, or as soon after that time as the motion can be heard.

**THE PROPOSED METHOD OF HEARING:** The motion is to be heard

- ☐ In writing under subrule 37.12.1 (1) because it is *(insert one of on consent, unopposed or made without notice)*;
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference.

at the following location:



330 University Ave, Toronto, Ontario via Zoom (details to be provided by the Court at a later date).

**THE MOTION IS FOR:**

1. The Bank is seeking the following orders:
  - (a) an amended and restated appointment order pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (“**BIA**”) and section 101 of the *Courts of Justice Act*, RSO 1990, c C43 (“**CJA**”), substantially in the form of the draft order attached to the Receiver’s motion record dated July 19, 2024 at Tab 3 (the “**A&R Appointment Order**”), which, *inter alia*, expands the appointment of Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of:
    - (i) the undertaking and personal property of Serendipity Media Ltd. (“**Serendipity**”) listed at Schedule “B” thereto (the “**BMO Serendipity Collateral**”) and Schedule “D” thereto (the “**BOH Serendipity Collateral**”); and
    - (ii) all of the assets, undertaking and properties of:
      - A. the entities (collectively, the “**BMO Additional Debtors**”) listed in Schedule “A” thereto (the “**BMO Additional Debtors’ Collateral**”), and together with the BMO Serendipity Collateral, the “**BMO Collateral**”); and
      - B. in addition, the entities (collectively, the “**BOH Debtors**”, and together with Serendipity and the BMO Additional Debtors, the “**Debtors**”) listed at Schedule “C” thereto (the “**BOH Debtors’ Collateral**” and together with the BOH Serendipity Collateral, the “**BOH Collateral**”);
  - (b) abridging the time for service of this Notice of Motion and related Motion Record and validating service thereof;
  - (c) costs of this motion; and

- (d) such further and other relief that the Bank may request and this Honourable Court may consider just.

## THE GROUNDS FOR THIS MOTION ARE:

### Overview

2. The BOH Debtors are in the film and television production business.
3. Trivium Media Ltd. (“**Trivium**” or the “**Borrower**”) is the sole or majority shareholder of each of the other BOH Debtors listed in Schedule “B” attached hereto.
4. There is a commonality of controlling minds for Serendipity and the BOH Debtors.
5. The Howell Family Trust is Trivium’s sole voting shareholder, owning 100% of Trivium’s voting shares. Trivium’s sole director is Sarah E. Howell (“**Ms. Howell**”).
6. The Howell Family Trust is also the sole voting shareholder of Serendipity. Ms. Howell is the sole director of Serendipity.
7. The Bank brings this motion to expand the Receiver’s role to include the assets, undertaking and properties of the BOH Debtors in this on-going receivership proceeding due to the connection between the Debtors’ ownership and control.
8. The Bank extended to Trivium a \$20,000,000 senior secured, revolving credit facility, now reduced to \$10,000,000 (the “**Revolving Facility**”), pursuant to the terms of an amended and restated loan and security agreement dated May 9, 2023 (as amended, modified, supplemented or restated from time to time, the “**Credit Agreement**”).
9. Each of the other BOH Debtors (collectively, the “**BOH Guarantors**”) guaranteed Trivium’s obligations under the Credit Agreement pursuant to unlimited guarantees (collectively, the “**Guarantees**”) and each has granted a security interest to the Bank pursuant to film production security and assignment agreements (collectively, the “**Film Production Security Agreements**”).
10. The BOH Debtors’ assets include their claims for certain film tax credits associated with the production of various film and television shows. Those tax credits can have significant value and are tied to the budget of the program at issue, production costs and labour expenditures. Generally, those tax credits are payable some time following completion and delivery of the program at issue. Trivium’s ability to borrow under the Revolving Facility is largely tied to successfully claiming tax credits associated with various film and television productions.

11. The BOH Debtors are experiencing a significant liquidity crisis, and have defaulted on numerous obligations under the Credit Agreement. The Bank has been in discussions with the BOH Debtors for many months. There is also uncertainty with respect to recovery of tax credits owed to the BOH Debtors.
12. On November 17, 2023, the Bank issued a reservation of rights letter to Trivium, noting defaults under the Credit Agreement and stating that the Bank would not make further advances under the Credit Agreement.
13. On July 11, 2024, the Bank issued formal demand letters (and notices of intention to enforce security pursuant to section 244 of the BIA (the “NITES”). The demand letters listed certain defaults under the Credit Agreement including:
  - (a) proceeds advanced under the Credit Agreement have been used, directly or indirectly, for purposes other than the production and distribution of each production financed under the Credit Agreement in breach of Sections 6.12 and 8.12 of the Credit Agreement;
  - (b) the Borrower failing to make payments due to the Bank on June 3, 2024 and July 3, 2024 as required under Section 9.1.1 of the Credit Agreement;
  - (c) the Borrower failing to provide any financial accounting of the Borrower or each Guarantor as required under Sections 7.1.1, 7.1.2, 7.1.3, 7.2 and 7.7 of the Credit Agreement;
  - (d) failure of the Borrower and the [BOH] Guarantors to pay all taxes as required under Section 7.10 of the Credit Agreement; and
  - (e) failure to promptly provide notice to the Bank of events which could reasonably be expected to materially and adversely impact the amount and/or collection of tax credits being claimed by the [BOH] Guarantors.
14. The BOH Debtors have failed to remedy their defaults and have consented to the Bank enforcing its security prior to the expiry of the 10-day notice period set out in the NITES.
15. As of July 5, 2024, the total amount due and owing to the Bank pursuant to and in connection with the Credit Agreement is \$7,864,815.74, on which amount further interest, costs, and disbursements continue to accrue to the date of payment (collectively, the “**Outstanding Indebtedness**”).
16. The Bank is concerned about its security and financial position and is seeking the expansion of the Receiver’s powers so that the Receiver may take control of the BOH Collateral and facilitate an orderly process to maximize the value of the BOH Debtors’ business.

17. Due to the commonality of control amongst the Debtors, and in the interests of efficiency and cost-effectiveness, the Bank seeks the A&R Appointment Order, to expand the Receiver's powers over the BOH Debtors in these on-going proceedings.

### **The Parties**

#### *The Bank*

18. The Bank is a financial institution based in Los Angeles, California, which has operated in America for more than 40 years. The Bank has provided significant liquidity to the BOH Debtors.
19. Trivium is a privately-held company, incorporated under the laws of Alberta, with its registered office at: 260005 Mountain Ridge Place, Rocky View County, Alberta, T4C 2Y1.
20. Each of the other BOH Debtors is incorporated in Alberta. All BOH Debtors hold assets in Alberta and certain BOH Debtors also hold assets in Manitoba and Ontario.

### **It is Just and Convenient to Appoint Deloitte as Receiver**

21. Developments in these proceedings and issues in realizing on the tax credits have caused concern for the Bank that its financial position and security are at risk, and therefore the Bank is seeking the appointment of a receiver over the assets, property and undertaking of the BOH Debtors at this time.
22. The appointment of Deloitte as receiver over the assets, property and undertaking of the BOH Debtors is just and convenient in the circumstances of this case because:
  - (a) Trivium and the other BOH Debtors have consented to the early enforcement of the Bank's security;
  - (b) the business of Trivium and the other BOH Debtors can no longer operate without additional funding and the Bank is not willing to extend further credit outside of a receivership proceeding;
  - (c) despite issuance of the demands and NITES, the Outstanding Indebtedness remains outstanding;
  - (d) each of the Credit Agreement, the Guarantees and Film Production Security Agreements contain a right to appoint a receiver upon default;

- (e) a court-appointed receiver is in place over related entities and has familiarity with the principals of the BOH Debtors, their operations and the issues involving the tax credits, which will bring efficiencies to expanding such appointment over the BOH Debtors;
- (f) employees of the Debtors with knowledge necessary to run the Debtors' business have resigned;
- (g) Deloitte is a licensed insolvency trustee and has consented to act as Receiver;
- (h) a court-appointed receiver will ensure that the interests of all of the BOH Debtors' stakeholders are weighed in facilitating the orderly management of the BOH Debtors' business, while maximizing value from the BOH Debtors' remaining assets; and
- (i) for several projects being produced by BOH Debtors, further work is required to complete production and advance the program to distribution before the applicable tax credits can be processed, which requires the appointment of a receiver to oversee such work and engage independent contractors as necessary.

### **Other Grounds**

The Bank will rely on the following statutory and regulatory grounds:

- 23. Section 243(1) of the *BIA*, as amended and section 101 of the *CJA*, as amended.
- 24. Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16.08, 37.01, 37.03, 38 and 41 of the *Rules of Civil Procedure* (Ontario);
- 25. the inherent jurisdiction of this Court; and
- 26. such further and other grounds as counsel may advise this Court may permit.

### **THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:**

- 27. Affidavit of David Kenneth Henry sworn July 22, 2024;
- 28. First Report of the Receiver dated July 16, 2024, together with the confidential supplement thereto; and

29. Such further and other materials as counsel may advise and this Honourable Court may permit.
30. This Notice of Motion is served on the Debtors in accordance with Rule 17.02.

July 24, 2024

**DENTONS CANADA LLP**  
250 Howe Street, 20th Floor  
Vancouver, B.C. V6C 3R8

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*Lawyers for Bank of Hope*

**TO: SERVICE LIST**

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**

**SERVICE LIST  
(as at July 19, 2024)**

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**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”  
LIST OF BOH DEBTORS**

1. TRIVIUM MEDIA LTD.
2. COMFORT FOOD TML 2 OS LTD.,
3. ART OF FORENSICS TML 1 MS LTD.
4. TRANSFORMATIVE CEOS 7 MS LTD.
5. TRANSFORMATIVE CEOS 8 MS LTD.
6. TRANSFORMATIVE CEOS 9 MS LTD.
7. UNCOMMON BEAUTY 2 MS LTD.
8. SECRETS OF SEAFOOD 2 MS LTD.
9. SECRETS OF SEAFOOD 3 MS LTD.
10. SECRETS OF SEAFOOD 4 MS LTD.
11. THAT FISHING SHOW 2 MS LTD.
12. JOBS OF TOMORROW 3 MS LTD.
13. JOBS OF TOMORROW 4 MS LTD.
14. THE BEAUTIFUL GAME 1 OS LTD.
15. BREAKING DOWN BARRIERS 1 OS LTD.
16. FLOW 1 OS LTD.

<b>BANK OF MONTREAL</b> <u>Applicant</u>	and	<b>SERENDIPITY MEDIA LTD., et al.</b> <u>Respondents</u>
<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>COMMERCIAL LIST</b>		
PROCEEDING COMMENCED AT TORONTO		
<b>NOTICE OF MOTION</b>		
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# TAB 2



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

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

BETWEEN:

**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 DAVID KENNETH HENRY  
(Sworn July 22, 2024)**

I, David Kenneth Henry, of the City of Los Angeles in the State of California, MAKE  
OATH AND SAY:

**A. RELIEF SOUGHT**

1. I am a senior vice president and Head of Media and Entertainment at Bank of Hope (the "**Bank**"). As such, I have personal knowledge of the matters I hereinafter depose except where I have otherwise indicated and in which case I verily believe the facts deposed to be true.
2. I file this affidavit in support of the Bank's motion for, among other things:
  - (a) an amended and restated appointment order pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**") and section 101 of the

*Courts of Justice Act*, RSO 1990, c C43 (“**CJA**”), substantially in the form of the draft order included in the Receiver’s motion record dated July 19, 2024 at Tab 3 (the “**A&R Appointment Order**”), which, *inter alia*, expands the appointment of Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of:

- (i) the undertaking and personal property of Serendipity Media Ltd. (“**Serendipity**”) listed at Schedule “B” thereto (the “**BMO Serendipity Collateral**”) and Schedule “D” thereto (the “**BOH Serendipity Collateral**”); and
  - (ii) all of the assets, undertaking and properties of:
    - A. the entities (collectively, the “**BMO Additional Debtors**”) listed in Schedule “A” thereto (the “**BMO Additional Debtors’ Collateral**”), and together with the BMO Serendipity Collateral, the “**BMO Collateral**”; and
    - B. in addition, the entities (collectively, the “**BOH Debtors**”, and together with Serendipity and the BMO Additional Debtors, the “**Debtors**”) listed at Schedule “C” thereto (the “**BOH Debtors’ Collateral**” and together with the BOH Serendipity Collateral, the “**BOH Collateral**”);
  - (b) abridging the time for service of the related notice of motion and motion record and validating service thereof;
  - (c) costs of this motion; and
  - (d) such further and other relief as this Honourable Court may deem just.
3. All references to Dollars or “\$” in this affidavit mean the legal currency of the United States, unless otherwise indicated.
- B. OVERVIEW**
4. The BOH Debtors are in the film and television production business, as described further below. A complete list of the BOH Debtors is attached hereto as Schedule “B”.
5. Trivium Media Ltd. (“**Trivium**”) is the sole or majority owner of shares in each of the other BOH Debtors.

6. The Howell Family Trust is Trivium's sole voting shareholder, owning 100% of Trivium's voting shares. Trivium's sole director is Sarah E. Howell ("**Ms. Howell**").
7. There is a commonality of controlling minds for Serendipity and the BOH Debtors.
8. The Howell Family Trust is also the sole voting shareholder of Serendipity. Ms. Howell is the sole director of Serendipity.
9. The connection between the Debtors' ownership and control has led the Bank to bring this motion to expand the Receiver's role to include the assets, undertaking and properties of the BOH Debtors in this on-going proceeding.
10. The Bank has extended to Trivium a \$20,000,000 senior secured, revolving credit facility (the "**Revolving Facility**"), pursuant to the terms of an amended and restated loan and security agreement dated May 9, 2023 (as further amended, modified, supplemented or restated from time to time, the "**Credit Agreement**"). Attached hereto as **Exhibit "A"** is a copy of the Credit Agreement. On November 17, 2023, Trivium provided a signed letter to the Bank confirming the Borrower is requesting the permanent reduction of the Revolving Facility from \$20,000,000 to \$10,000,000. Attached hereto as **Exhibit "B"** is a copy of that letter.
11. Each of the other BOH Debtors guaranteed Trivium's obligations under the Credit Agreement on identical terms pursuant to unlimited guarantees (collectively, the "**Guarantees**"), subject to differences in dates of execution, and each has granted an identical security interest to the Bank pursuant to film production security and assignment agreements (collectively, the "**Film Production Security Agreements**"), subject to differences in the jurisdiction of provincial tax credits and dates of execution. Sample copies of the Guarantees and Film Production Security Agreements are attached hereto as **Exhibit "C"** and **Exhibit "D"**, together with a list of the dates each Guarantee and Film Production Security Agreement were granted and the jurisdictions of the tax credits under the Film Production Security Agreement.
12. The BOH Debtors are experiencing a significant liquidity crisis, and have defaulted on numerous obligations under the Credit Agreement. The Bank has been in discussions with

the BOH Debtors for many months and continued to work with the BOH Debtors while these proceedings involving Serendipity were commenced.

13. On November 17, 2023, the Bank issued a reservation of rights letter to Trivium, noting defaults under the Credit Agreement and stating that the Bank would not make further advances under the Credit Agreement, subject to debt servicing payments and tax credit administration fees.
14. On July 11, 2024, the Bank issued formal demand letters (and notices of intention to enforce security pursuant to section 244 of the *BIA* (the “NITES”). The BOH Debtors have failed to remedy their defaults and have consented to the Bank enforcing its security prior to the expiry of the 10-day notice period set out in the NITES.
15. As of July 5, 2024, the total amount due and owing to the Bank pursuant to and in connection with the Credit Agreement is \$7,864,815.74, on which amount further interest, costs, and disbursements continue to accrue to the date of payment (collectively, the “**Outstanding Indebtedness**”).
16. The Bank is concerned about its security and financial position and is seeking the expansion of the Receiver’s powers so that the Receiver may take control of the BOH Collateral and facilitate an orderly process to maximize the value of the BOH Debtors’ business.
17. Due to the commonality of control amongst the Debtors, and in the interests of efficiency and cost-effectiveness, the Bank seeks the A&R Appointment Order, to expand the Receiver’s powers over the BOH Debtors in these on-going proceedings.

## C. THE PARTIES

### (a) The Bank

18. The Bank is a prominent financial institution based in Los Angeles, California, which has operated in America for more than 40 years.

(b) **Trivium**

19. Trivium is a privately-held company engaged in the business of producing and distributing films and television series. Trivium was incorporated on August 5, 2022 under the laws of the Province of Alberta and has its registered office at 260005 Mountain Ridge Place, Rocky View County, Alberta, T4C 2Y1.
20. As mentioned, the Howell Family Trust is Trivium's sole voting shareholder, owning 100% of Trivium's voting shares. Trivium's sole director is Ms. Howell. A copy of the corporate profile report, which also lists Trivium's shareholder, is attached hereto as **Exhibit "E"**.
21. Trivium's corporate profile report indicates that Ari Taub ("**Mr. Taub**") is the agent for service for Trivium. Mr. Taub also runs the day-to-day operations of Trivium and occasionally acts as Trivium's legal counsel. Mr. Taub has been BOH's main contact throughout BOH's relationship with Trivium. I understand that Mr. Taub and Ms. Howell are married.

(c) **Other BOH Debtors**

22. The other BOH Debtors have each granted a Guarantee. Each other BOH Debtor is a special-purpose subsidiary of Trivium, incorporated for the purpose of producing a specific film or season of a television show. This corporate structure is common in the entertainment industry.
23. A table listing the date of incorporation, jurisdiction of incorporation, registered office and title of production of each of the other BOH Debtors is attached hereto as Schedule "C".
24. The compiled corporate profile reports for each other BOH Debtor, from the relevant jurisdictions against each other BOH Debtor, are attached hereto as **Exhibit "F"**.

(d) **Third-Party Borrowers**

25. The Credit Agreement contemplates that Trivium may enter loan agreements with certain "Sub-Borrowers" (as defined therein). As discussed below, the collateral given by Trivium

in favour of the Bank includes any related loan and security documents given to Trivium by such “Sub-Borrowers”. Currently, there are two “Sub-Borrowers”, namely: Flying Vets 1 MS Ltd. and Wild Child AML 1 MS Ltd.

(e) **BOH Serendipity Collateral**

26. The Bank is aware that certain distribution rights pledged in favor of the Bank by the BOH Debtors have since been assigned to Serendipity, including rights to feature films and television programs produced by BOH Debtors. For this reason, the Bank is seeking to have the BOH Serendipity Collateral specifically added to the A&R Appointment Order, in addition to the BOH Debtors’ Collateral.

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

27. Like Serendipity and the BMO Additional Debtors, Trivium and the other BOH Debtors are in the film and production business. Productions are completed in several defined stages, that vary in length depending on the type of production and surrounding circumstances.
28. Production of films and television programs can be divided into five stages:
  - (a) Stage 1: Development.
  - (b) Stage 2: Pre-production.
  - (c) Stage 3: Production.
  - (d) Stage 4: Post-production.
  - (e) Stage 5: Distribution.
29. Trivium and the other BOH Debtors seek to benefit from tax credits offered by the federal and provincial governments of Canada to incentivize the entertainment industry. Those tax credits can have significant value and are determined with reference to the budget of the program, production costs and labour expenditures of the program. Generally, those tax credits are payable some time following the completion and delivery of the production (after Stage 5 listed above).

30. The Bank's decision to lend to Trivium and Trivium's ability to borrow under the Revolving Facility is largely tied to successfully claiming such tax credits. Such tax credits arise on the Canadian sale of a film or television production.

**E. THE LOAN AND SECURITY**

31. The Loan and Security

**(a) Credit Agreement**

32. Pursuant to the Credit Agreement, the Revolving Facility was available to Trivium to assist with financing the production of films and television series.

33. A table summarizing the original key terms of the Credit Agreement follows (defined terms used in the table below have the meaning given to them in the Credit Agreement) :

Credit Agreement Term	Details
Available credit	Aggregate principal amount that does not exceed lesser of \$20,000,000 (later reduced to \$10,000,000) (the “Commitment Amount”) or the Borrowing Base Amount. Senior, secured revolving line of credit in favour of Trivium.
Borrowing Base Amount	90% of the Eligible Tax Credits as described in the Borrowing Base Collateral Value Calculation (generally the value of tax credits as estimated and confirmed by a tax credit estimate letter issued by an accountant and reflected in the finance plan) less the Bank Charges Reserve (generally a calculated interest reserve) as of the date the Borrowing Base Amount is calculated (as detailed in the Borrowing Base Certificate)
Interest Rate	Term SOFR + 3.25% per annum
Overdue Rate	Equal to the lesser of: (i) the maximum legal rate of interest (if any) permitted by applicable law; or (ii) a rate which is 3% per annum above the Interest Rate.
Interest due	Payable at the end of each Term SOFR
Balance due	Generally, upon the earlier of Event of Default or Maturity Date (currently May 8, 2026).



34. The Revolving Facility was available to Trivium to borrow and repay at any time during the “Revolving Period” (the period to the Maturity Date, provided that there were no “Events of Default” (as defined in the Credit Agreement)). Such advances were subject to the satisfaction of certain conditions precedent in the Credit Agreement and the availability of “Eligible Tax Credits”, which were tax credits to be earned by the BOH Debtors for Canadian film and television productions. Trivium was to submit a completed “Borrowing Request Certificate” for each advance.

**(b) Trivium Security**

35. As security for all obligations under the Revolving Facility, Trivium executed the Credit Agreement, which granted a security interest in favour of the Bank.
36. Under section 4 of the Credit Agreement, Trivium granted the Bank a security interest in all of Trivium’s present and after acquired personal property. Specifically, section 4 of the Credit Agreement provides that:

**4. SECURITY INTEREST OF BORROWER AND COLLATERAL OF BORROWER**

**4.1 The Bank’s Security Interest.** As security for the repayment of the Obligations, for the Borrower’s full and prompt performance of the terms and conditions of this Agreement and of the other instruments, documents and agreements executed in connection herewith, the Borrower grants to the Bank, by way of security interest, mortgage, pledge, charge, assignment and transfer, a security interest in the undertaking of the Borrower and in all of the Borrower’s present and after acquired personal property including in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of the Borrower (including such as may be returned to or repossessed by the Borrower) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called “Collateral of Borrower”), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf the Borrower:

- 4.1.1. all of the assets, undertaking and personal property of the Borrower;

4.1.2. all debts, claims, demands, monies and other rights, securities and choses in action including all accounts receivable and other book debts now or hereafter to become due to the Borrower (collectively, the “Assigned Amounts”), and all books and accounts, letters, invoices, paper and documents in any way evidencing or relating to the Assigned Amounts;

4.1.3. any rights and benefits of the Borrower under all agreements and other instruments to which the Borrower is a party or in which it has an interest in connection with the acquisition of those rights necessary to facilitate the development, production, completion, delivery, exhibition, distribution, marketing or other exploitation of the Canadian Productions;

4.1.4. any government rebates, tax credits, guarantees, subsidies, loan or other incentives now or in future payable to the Borrower, if any, in connection with the delivery, exhibition, distribution, marketing or other exploitation of the Canadian Productions, including all rebates and refunds payable in respect of income tax, goods and services tax, provincial sales tax and withholding tax;

4.1.5. all Inventory of whatever kind and wherever situate;

4.1.6. all Equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

4.1.7. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Borrower (“Debts”);

4.1.8. all lists, records and files relating to the Borrower’s customers, clients and patients;

4.1.9. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

4.1.10. all contractual rights and insurance claims;

4.1.11. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms

of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively “Intellectual Property”); and

4.1.12. all Proceeds of the foregoing, including Proceeds of Proceeds.

37. The Bank registered its security against Trivium in Trivium’s jurisdiction of incorporation, Alberta. A copy of the applicable Alberta Personal Property Registry search is attached hereto as **Exhibit “G”**.

38. The default provisions of the Credit Agreement are triggered upon the occurrence of various “Events of Default” (as defined in the Credit Agreement), including, among others: (a) Trivium’s failure to pay any amounts when due under the Credit Agreement; and (b) any BOH Debtor’s failure to observe or perform any material terms, covenants or agreement made with the Bank.

39. Section 9.2 of the Credit Agreement provides the Bank with remedies upon an “Event of Default”, including among others: (a) the acceleration of all of the indebtedness to be immediately due and payable if not already otherwise due and payable; (b) the realization of its security interest in the collateral through a court-appointed receiver that shall have all powers that a court may confer upon the receiver; and (c) the sale of any item of collateral subject to the Bank’s security interest.

(c) **Other BOH Security**

40. Each of the BOH Debtors other than Trivium (collectively the “**BOH Guarantors**”) executed substantially similar Guarantees and Film Production Security Agreements in favour of the Bank. The primary differences in the forms of Guarantees and Film Production Security Agreements granted by the various BOH Guarantors are the Provincial

jurisdiction of the tax credits, the governing law clauses and the date that the various agreements were entered.

41. Each Guarantee unconditionally guarantees payment of all of the debts and liabilities owing to the Bank by Trivium in connection with the Credit Agreement. The Guarantees are unlimited, continuing, unconditional and irrevocable guarantees.
42. Each Film Production Security Agreement grants to the Bank a general security interest in all of each BOH Guarantor's present and after acquired personal property. Specifically, section 1 of each Film Production Security Agreement provides that:

### **1. GRANT OF SECURITY INTEREST**

1.1 Debtor grants to the Bank, by way of security interest, mortgage, pledge, charge, assignment and transfer, a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (a) all of the assets, undertaking and personal property of the Debtor relating to the Production, including all right, title and interest of the Debtor in and to the property described in Schedule "A" (the "Production Collateral");
- (b) all debts, claims, demands, monies and other rights, securities and choses in action of the Debtor relating to the Production (collectively, the "Contract Rights") including all accounts receivable and other book debts now or hereafter to become due to the Debtor, amounts on account of fees, overhead allowances and other line items contained in the budget for the Production, any rebates payable by any suppliers of services related to the Production, and all books and accounts, letters, invoices, paper and documents in any way evidencing or relating to the Contract Rights;
- (c) any government rebates, tax credits, guarantees, subsidies, loans or other incentives now or in future payable to the Debtor, if any, in connection with the development, production, completion and delivery of the Production, including (i) all rebates and

refunds payable in respect of income tax, goods and services tax, harmonized sales tax, provincial sales tax and withholding tax and (ii) the Tax Credits;

(d) any tax refunds which the Debtor is expecting to receive as a result of its claims for the Tax Credits (the "Tax Credit Refunds");

(e) all Inventory of whatever kind and wherever situate;

(f) all Equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

(g) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

(h) all lists, records and files relating to Debtor's customers, clients and patients

(i) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(j) all contractual rights and insurance claims;

(k) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, tradenames, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property");

(l) all property described in Schedule "C" or any schedule now or hereafter annexed hereto; and

(m) all Proceeds of the foregoing, including Proceeds of Proceeds.

43. Schedule "D" attached hereto provides a table of the location of the Guarantor Collateral for each of the BOH Guarantors. Accordingly, the Bank registered its security in each jurisdiction where the applicable BOH Guarantor's collateral is located, which included Ontario, Alberta and Manitoba as necessary. Compiled copies of the applicable personal property searches are attached hereto as **Exhibit "H"**.

44. The Film Production Security Agreements provide in Section 14 that the Bank in its sole discretion may declare all or any part of the “Indebtedness” (as defined therein) which is not payable on demand to be immediately due and payable in the event of default or if the Bank considers itself insecure or that the “Collateral” (as defined therein) is in jeopardy.
45. Upon default, the Film Production Security Agreements provides the Bank with various remedies in Section 15.1, including: appointing a receiver, which receiver shall have the power to take possession of the collateral and to sell or otherwise dispose of the collateral at issue.

## **F. DEFAULTS AND DEMAND**

### **(a) Trivium Defaults**

46. On November 17, 2023, the Bank sent a reservation of rights letter to Trivium, detailing certain events of default under the Credit Agreement. The reservation of rights letter is attached hereto as **Exhibit “I”**.
47. Specifically, the reservation of rights letter noted defaults by Trivium under the following provisions of the Credit Agreement:
  - (a) Section 6.12 of the Credit Agreement, which provides that none of the funds available under the Credit Agreement shall be used for any purpose other than production and distribution of certain productions; and
  - (b) Section 8.11 of the Credit Agreement, being a negative covenant that prohibits use of the funds available under the Credit Agreement for any purpose other than funding production of certain productions.

### **(b) Demand letters and NITES sent to Trivium and other BOH Debtors**

48. On July 11, 2024, the Bank made written demand for payment of the Outstanding Indebtedness upon Trivium and each of the BOH Guarantors, and served each with a

NITES. Compiled copies of each demand for payment and NITES are attached hereto as **Exhibit “J”**.

49. The written demand listed certain defaults of Trivium under the Credit Agreement, as follows:

The Borrower is in default of its obligations under the Credit Agreement and the Security for reasons including but not limited to:

(a) proceeds advanced under the Credit Agreement have been used, directly or indirectly, for purposes other than the production and distribution of each production financed under the Credit Agreement in breach of Sections 6.12 and 8.12 of the Credit Agreement;

(b) the Borrower failing to make payments due to the Bank on June 3, 2024 and July 3, 2024 as required under Section 9.1.1 of the Credit Agreement;

(c) the Borrower failing to provide any financial accounting of the Borrower or each Guarantor as required under Sections 7.1.1, 7.1.2, 7.1.3, 7.2 and 7.7 of the Credit Agreement;

(d) failure of the Borrower and the Guarantors to pay all taxes as required under Section 7.10 of the Credit Agreement; and

(e) failure to promptly provide notice to the Bank of events which could reasonably be expected to materially and adversely impact the amount and/or collection of tax credits being claimed by the Guarantors.

50. Following delivery of the NITES, Ms. Howell advised that Trivium and the BOH Guarantors consented to the Bank enforcing its security prior to the expiry of the 10-day period set out in the NITES.

**G. IT IS JUST AND CONVENIENT TO APPOINT DELOITTE AS RECEIVER**

51. The Bank's decision to extend credit to Trivium and the BOH Guarantors is largely tied to the value of the tax credits owing to the BOH Debtors. The Bank views those tax credits as its most valuable collateral in these film financings.
52. The Bank has had on-going discussions with the BOH Debtors over the past twelve months, as well as other lenders to the Debtors, and has followed these receivership proceedings closely.
53. I am aware that government authorities have advised the Debtors and the Bank that they have a number of concerns with the tax credit applications submitted by, *inter alios*, the BOH Debtors, including the need for additional information and documentation to process the tax credit applications. The Bank and its advisors have been directly engaged in many of these discussions, which are still on-going.
54. Developments in these proceedings and issues in realizing on the tax credits have caused concern for the Bank that its financial position and security are at risk, and therefore the Bank wishes to appoint a receiver over the BOH Debtors at this time.
55. The appointment of Deloitte as Receiver over the BOH Debtors is just and convenient in the circumstances of this case because:



- (a) Trivium and the BOH Guarantors have consented to the early enforcement of the Bank's security;
- (b) Ms. Howell has admitted that the business of Trivium and the other BOH Debtors can no longer operate without additional funding and the Bank is not willing to extend further credit outside of a receivership proceeding;
- (c) despite issuance of the demands and NITES, the Outstanding Indebtedness remains outstanding;
- (d) each of the Credit Agreement, the Guarantees and Film Production Security Agreements contain a right to appoint a receiver upon default;
- (e) a court-appointed receiver is in place over related entities and has familiarity with the principals of the BOH Debtors, their operations and the issues involving the tax credits;
- (f) employees of the Debtors with knowledge necessary to run the Debtors' business have resigned. I understand that the Receiver has retained as contractors several individuals with key knowledge of the Debtors' business, which will assist in managing the BOH Debtors' business as well;
- (g) a court-appointed receiver will ensure that the interests of all of the BOH Debtors' stakeholders are weighed in facilitating the orderly management of the BOH Debtors' business, while maximizing value from the BOH Debtors' remaining assets; and
- (h) for several projects being produced by BOH Debtors, further work is required to complete production and advance the program to distribution (i.e. "Stage 5") before

the applicable tax credits can be processed, which requires the appointment of a receiver to oversee such work.

**SWORN** by David Kenneth Henry of the City of Los Angeles, in the State of California, before me at the City of Los Angeles in the State of California on July \_\_\_\_, 2024.

Notary Public, etc.

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

*Please See attached*

*(Signature)*

*David K Henry*

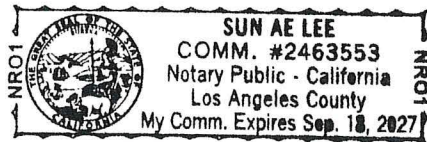
DAVID KENNETH HENRY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 2024, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'David Kenneth Henry', written over a horizontal line.

**SCHEDULE “A”**  
**LIST OF BMO ADDITIONAL DEBTORS**

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”**  
**LIST OF BORROWER & GUARANTOR ENTITIES**

1. TRIVIUM MEDIA LTD.
2. COMFORT FOOD TML 2 OS LTD.
3. ART OF FORENSICS TML 1 MS LTD.
4. TRANSFORMATIVE CEOS 7 MS LTD.
5. TRANSFORMATIVE CEOS 8 MS LTD.
6. TRANSFORMATIVE CEOS 9 MS LTD.
7. UNCOMMON BEAUTY 2 MS LTD.
8. SECRETS OF SEAFOOD 2 MS LTD.
9. SECRETS OF SEAFOOD 3 MS LTD.
10. SECRETS OF SEAFOOD 4 MS LTD.
11. THAT FISHING SHOW 2 MS LTD.
12. JOBS OF TOMORROW 3 MS LTD.
13. JOBS OF TOMORROW 4 MS LTD.
14. THE BEAUTIFUL GAME 1 OS LTD.
15. BREAKING DOWN BARRIERS 1 OS LTD.
16. FLOW 1 OS LTD.

**SCHEDULE “C”**  
**BORROWER & GUARANTORS: CORPORATE INFORMATION**

<b>Borrower Entity</b>		<b>Date of Incorporation</b>	<b>Jurisdiction of Incorporation</b>	<b>Registered Office</b>
1.	Trivium Media Ltd.	August 5, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
<b>Guarantor Entity</b>		<b>Date of Incorporation</b>	<b>Jurisdiction of Incorporation</b>	<b>Registered Office</b>
2.	Comfort Food TML 2 OS Ltd..	August 26, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
3.	Art of Forensics TML 1 MS Ltd.	August 31, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
4.	Transformative CEOs 7 MS Ltd.	October 18, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
5.	Transformative CEOs 8 MS Ltd.	November 1, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
6.	Transformative CEOs 9 MS Ltd.	February 7, 2023	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
7.	Uncommon Beauty 2 MS Ltd.	October 6, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
8.	Secrets of Seafood 2 MS Ltd.	September 27, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
9.	Secrets of Seafood 3 MS Ltd.	December 19, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
10.	Secrets of Seafood 4 MS Ltd.	October 27, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
11.	That Fishing Show 2 MS Ltd.	November 9, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
12.	Jobs of Tomorrow 3 MS Ltd.	December 8, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
13.	Jobs of Tomorrow 4 MS Ltd.	February 7, 2023	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1

14.	The Beautiful Game 1 OS Ltd.	September 27, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
15.	Breaking Down Barriers 1 OS Ltd.	November 24, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1
16.	Flow 1 OS Ltd.	November 24, 2022	Alberta	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1

**SCHEDULE “D”**  
**LOCATION OF BORROWER & GUARANTOR COLLATERAL**

ENTITY	LOCATION OF COLLATERAL		
	260005 Mountain Ridge Place Rocky View County, AB T4C 2Y1	183 Stradbrook Avenue Winnipeg, MB R3L 0J4	340 Legget Drive, Suite 140 Kanata, ON K2K 1Y6
1. Trivium Media Ltd.	✓		
2. Comfort Food TML 2 OS Ltd..	✓		✓
3. Art of Forensics TML 1 MS Ltd.	✓	✓	
4. Transformative CEOs 7 MS Ltd.	✓	✓	
5. Transformative CEOs 8 MS Ltd.	✓	✓	
6. Transformative CEOs 9 MS Ltd.	✓	✓	
7. Uncommon Beauty 2 MS Ltd.	✓	✓	
8. Secrets of Seafood 2 MS Ltd.	✓	✓	
9. Secrets of Seafood 3 MS Ltd.	✓	✓	
10. Secrets of Seafood 4 MS Ltd.	✓	✓	
11. That Fishing Show 2 MS Ltd.	✓	✓	
12. Jobs of Tomorrow 3 MS Ltd.	✓	✓	
13. Jobs of Tomorrow 4 MS Ltd.	✓	✓	
14. The Beautiful Game 1 OS Ltd.	✓		✓
15. Breaking Down Barriers 1 OS Ltd.	✓		✓
16. Flow 1 OS Ltd.	✓		✓



THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

\_\_\_\_\_  
A Notary Public, etc.

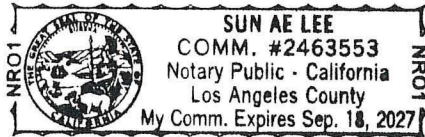
See attached 

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 2024, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'David Kenneth Henry', written over a horizontal line.

## AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This Amended and Restated Loan and Security Agreement (the “Agreement”) is made and entered into as of May 9, 2023 between **TRIVIUM MEDIA LTD.** (the “Borrower”), a corporation incorporated under the laws of the Province of Alberta, Canada, having its head office at 260005 Mountain Ridge Place, Rocky View County, Alberta, T4C 2Y1 and **BANK OF HOPE** (the “Bank”) at 3200 Wilshire Boulevard, 10<sup>th</sup> Floor, Los Angeles, CA 90010. This Agreement amends, restates, replaces and supersedes the Loan and Security Agreement dated November 30, 2022 between the Borrower and the Bank (the “Original Agreement”) without novation.

This Agreement is entered into with reference to the following facts:

A. The Bank is willing to make the Commitment Amount available to the Borrower upon the terms and conditions set forth herein (the “Facility”) and in consideration of the Borrower’s agreements, representations and warranties contained herein.

B. The Borrower is a special purpose, bankruptcy remote entity domicile in Alberta, Canada and will wholly own each Subsidiary Guarantor who will be producing, distributing and owning the Canadian Productions.

C. The Borrower has requested that the Bank make available a senior secured, revolving line of credit in favour of the Borrower in the maximum amount of \$20,000,000 (the “Commitment Amount”) for the purpose of interim financing of the production and distribution of Canadian Productions owned by the Subsidiary Guarantors with all Loans under the Facility to be secured by Eligible Tax Credits of Canadian Productions. The Commitment Amount includes the principal amount of the loan, plus certain fees and expenses as set forth more fully herein.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

### 1. DEFINITIONS.

The following terms used in this Agreement, certificate, report or other document made or delivered pursuant to this Agreement shall have the following meanings:

1.1. “Acceptable Tax Credit Consultant” mean an independent third party chartered accountant pre-approved in writing by the Bank (pre-approved is Kudlow Ye, Sierra Accounting, Welch LLP and Baker Tilly).

1.2. “Accountants Letter” means the letter provided by an Acceptable Tax Credit Consultant pursuant to paragraph 5.2.1 hereof.

1.3. “All Production Types” means Production Type A, Production Type B and Production Type C.

1.4. “Assignment and Security Agreement” has the meaning specified in paragraph 5.2.19 hereof and in the form attached hereto as Exhibit 1.4.

1.5. “Authorized Officer” shall mean with respect to any Person, its chairman, chief executive officer, president, secretary, chief financial officer or chief operating officer.

1.6. “Bank” means Bank of Hope.

1.7. “Bank Charges Reserve” means a Bank-calculated reserve for estimated interest expenses that will include a cushion for future interest rate fluctuations and other bank fees and expenses, including Bank legal fees, as determined by the Bank to service the Loan’s outstanding from establishment of the Facility through collections and repayment in full of all Obligations hereunder.

1.8. “Bank’s Collection Account” means the bank account the details of which are attached hereto as Exhibit 1.8.

1.9. “Bank Indemnified Party” has the meaning specified in paragraph 7.13 hereof.

1.10. “Borrower” means Trivium Media Ltd., a corporation incorporated under the laws of the Province of Alberta, Canada.

1.11. “Borrower’s Bank Accounts” means collectively, the Borrower’s Bank Account (CAD) and the Borrower’s Bank Account (USD).

1.12. “Borrower’s Bank Account (CAD)” means the Canadian dollar bank account held in the name of the Borrower at Royal Bank of Canada, 339 8th Avenue SW, Calgary, Alberta, T2P 1C9, Transit Number: 00009 and Account Number: 100-326-8.

1.13. “Borrower’s Bank Account (USD)” means the US dollar bank account held in the name of the Borrower at Royal Bank of Canada, 339 8th Avenue SW, Calgary, Alberta, T2P 1C9, Transit Number: 00009 and Account Number: 402-670-4.

1.14. “Borrowing Base Amount” means an amount equal to the 90% of the Eligible Tax Credits as described in the Borrowing Base Collateral Value Calculation less the Bank Charges Reserve as of the date the Borrowing Base Amount is calculated, all as more specifically set out in the Borrowing Base Certificate.

1.15. “Borrowing Base Certificate” means a certificate in the form attached hereto as Exhibit 1.15 to be duly executed by the Borrower and delivered to the Bank as required hereunder.

1.16. “Borrowing Base Collateral Value Calculation” means the calculation in the form attached as Exhibit 1.16 to be delivered as required hereunder which shall include the US Dollar locked value ascribed to the Canadian Dollar Eligible Tax Credits.

1.17. “Borrowing Request Certificate” means a certificate in the form attached hereto as Exhibit 1.17 to be duly executed by the Borrower and delivered to the Bank as required for the Bank to make a Loan hereunder.

1.18. “Business Day” means any day other than a Saturday, Sunday or holiday scheduled by law for commercial banking institutions in the City of Los Angeles, California.

1.19. “CAVCO” means the Canadian Audio Visual Certification Office.

1.20. “CIPO” means the Canadian Intellectual Property Office.

1.21. “CRA” means the Canada Revenue Agency.

1.22. “Canadian Broadcast/Distribution Agreement” has the meaning specified in paragraph 5.3.5 hereof.

1.23. “Canadian Content Production” means a production being produced, distributed and owned by a Subsidiary Guarantor which production is eligible to receive the Canadian Content Tax Credits and has satisfied the ETC Conditions to have such Canadian Content Tax Credits qualify as Eligible Tax Credits hereunder.

1.24. “Canadian Content Tax Credits” means the Canadian Film or Video Production Tax Credits and all equivalent provincial tax credits.

1.25. “Canadian Production” means a Canadian Content Production and/or a Canadian Service Production.

1.26. “Canadian Service Production” means a production being produced by a Subsidiary Guarantor under a Production Services Agreement which production is eligible to receive the Canadian Services Tax Credit and has satisfied the ETC Conditions to have such Canadian Services Tax Credits qualify as Eligible Tax Credits hereunder.

1.27. “Canadian Services Tax Credits” means the Canadian Film or Video Production Services Tax Credits and all equivalent provincial tax credits.

1.28. “Cash Reserve” has the meaning specified in paragraph 5.3.3 hereof.

1.29. “Closing Date” shall mean May 9, 2023 being the date that the Bank confirms that all of the Conditions Precedent set forth in paragraph 5.1 have been satisfied (or, in the Bank’s sole discretion, waived).

1.30. “Collateral” collectively means the Collateral of Borrower and all Collateral of Subsidiary Guarantor or any portion of either or both.

1.31. “Collateral of Borrower” has the meaning specified in paragraph 4.1 hereof.

1.32. “Collateral of Subsidiary Guarantor” means the Collateral of a Subsidiary Guarantor which has either entered into (i) a Film Production Security Agreement directly with the Bank pursuant to paragraph 5.2.12 hereof or (ii) a Sub-Borrower Film Production Security Agreement with the

Borrower pursuant to paragraph 5.2.19.2 hereof which is assigned to the Bank pursuant to an Assignment and Security Agreement under paragraph 5.2.19 hereof.

1.33. “Commitment Amount” is Twenty Million Dollars (\$20,000,000).

1.34. “Conditions Precedent” shall mean those conditions precedent to establish the Facility set forth in paragraph 5.1 hereof.

1.35. “Credit Parties” means the Borrower and each Subsidiary Guarantor and “Credit Party” means any one of them.

1.36. “Cure Period” shall mean the cure periods prescribed in paragraph 9.1 and 9.2 and permitted by the Bank under paragraph 9.3.

1.37. “Current Shareholder” means The Howell Family Trust.

1.38. “DACA” has the meaning specified in paragraph 7.3 hereof.

1.39. “Default” means any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

1.40. “Dollars” or “\$” means the legal currency of the United States, except where expressly indicated to the contrary.

1.41. “Eligible Tax Credits” means the Tax Credits to be earned by the Subsidiary Guarantors for Canadian Productions provided that the ETC Conditions for each Subsidiary Guarantor and its Canadian Production as set out in paragraph 5.2 hereof have been satisfied.

1.42. “Eligible Tax Credit Certificate” means:

1.42.1. for Production Type A, the certificate in the form attached hereto as Exhibit 1.42-A;

1.42.2. for Production Type B, the certificate in the form attached hereto as Exhibit 1.42-B; and

1.42.3. for Production Type C, the certificate in the form attached hereto as Exhibit 1.42-C,

each certificate to be duly executed by the Borrower and delivered to the Bank as a requirement to satisfy the ETC Conditions.

1.43. “ETC Conditions” has the meaning specific in paragraph 5.2 hereof.

1.44. “Event of Default” has the meaning specified in paragraph 9.1 hereof.

- 1.45. “Facility” has the meaning specified in Recital A above.
- 1.46. “Facility Documents” means this Agreement and each and every document, instrument and agreement required to be delivered hereunder or thereunder or contemplated hereby or thereby, including all documents required to be provided in satisfying the ETC Conditions set out in paragraph 5.2 hereof.
- 1.47. “Facility Fee” has the meaning specified in paragraph 2.3.3 hereof.
- 1.48. “Facility Loans Outstanding” shall mean an amount equal to the aggregate of all Loans under the Facility on the date the amount is calculated.
- 1.49. “Film Production Security Agreement” has the meaning specified in paragraph 5.2.12 hereof.
- 1.50. “Final Determination” has the meaning specified in paragraph 7.6 hereof.
- 1.51. “Financing Plan” has the meaning specified in paragraph 5.2.3.
- 1.52. “Floor” has the meaning specified in paragraph 1.87 hereof.
- 1.53. “Funding Confirmation Certificate” means a certificate in the form attached hereto as Exhibit 1.53 to be duly executed by the Borrower and delivered to the Bank as a requirement to satisfy the ETC Conditions.
- 1.54. “FX Contract(s)” has the meaning specified in paragraph 2.2.3.
- 1.55. “GAAP” means generally accepted accounting principles which are in effect from time to time in Canada, as published in the Handbook of the Canadian Institute of Chartered Accountants, applied on a consistent basis.
- 1.56. “Governmental Authority” shall mean any federal, provincial, municipal or other governmental department, commission, tribunal, board, bureau, agency or instrumentality, or any court, in each case whether in Canada or any foreign jurisdiction.
- 1.57. “Guaranty” means the guaranty to be provided by each Subsidiary Guarantor (for Production Type A and Production Type B) as required under the Conditions Precedent (Subsidiary Guarantor) set out in paragraph 5.2.11 hereof.
- 1.58. “Interest Rate” has the meaning specified in paragraph 2.5.1 hereof.
- 1.59. “Interest Rate Loan Term SOFR Determination Day” has the meaning specified in paragraph 1.87 hereof.
- 1.60. “Loans” (or individually a “Loan”) has the meaning specified in paragraph 2.1 hereof.

1.61. “Material” means material in relation to the business, operations, properties, assets, liabilities (including contingent liabilities), or condition (financial or otherwise) of the Credit Parties.

1.62. “Material Adverse Effect” shall mean any change or effect that (a) has a materially adverse effect on the business, assets, properties, operations or conditions, (financial or otherwise,) of the Credit Parties (taken as a whole) (other than general economic conditions and events or circumstances which are generally applicable to the industries in which the Credit Parties operate and which have not disproportionately adversely and materially affected the Credit Parties taken as a whole) which would materially and adversely affect the value of the Collateral or the timely repayment of the Obligations, (b) materially impairs the legal right, power or authority of any Credit Party to perform its respective obligations under the Facility Documents to which it is a party, or (c) materially impairs the validity or enforceability of, or materially impairs the rights, remedies or benefits available to the Bank under the Facility Documents.

1.63. “Maturity Date” means three (3) years from the Closing Date, being May 8, 2026 subject to no existing Event of Default.

1.64. “Obligations” means all of the Borrower's and each Subsidiary Guarantor's monetary obligations to the Bank hereunder, under all Assignment and Security Agreements and under the other documents, instruments and agreements to be executed by the Borrower and/or each Subsidiary Guarantor pursuant hereto, including, without limitation, all Loans extended to the Borrower hereunder, interest thereon, foreign exchange costs and all fees, costs and expenses the Borrower and/or each Subsidiary Guarantor is obligated to pay the Bank hereunder or under any Facility Document.

1.65. “Overdue Rate” has the meaning specified in paragraph 2.5.3 hereof.

1.66. “Person” means any entity, corporation, company, association, partnership, joint venture, joint stock company, unincorporated organization, trust, individual (including personal representatives, executors and heirs of a deceased individual), nation, state, government (including governmental agencies, departments, bureaus, boards, divisions and instrumentalities thereof), trustee, receiver or liquidator.

1.67. “Pledged Securities” shall mean all of the issued and outstanding capital stock, partnership interests, membership interests, beneficial interests or other equity interests of or in the company signing the pledge.

1.68. “PPR” means the Alberta Personal Property Registry or the equivalent personal property registry where a Subsidiary Guarantor may have its head office or carries on business.

1.69. “PPSA” means the *Personal Property Security Act* (Alberta), as amended from time to time or the equivalent *Personal Property Security Act* of the jurisdiction where a Subsidiary Guarantor may have its head office or carries on business.



1.70. “Prior Preferred Claim” means amounts that a Person must remit to a Governmental Authority in connection with wages, employee deductions, sales tax, excise tax, income tax, worker’s compensation, government royalties, pension fund obligations, overdue rents or taxes, purchase-money security interests and other statutory preferred claims, including “employee source deductions” that a Person may be required to make, including such deductions required by (i) federal and/or provincial income tax, (ii) the Canada Pension Plan, (iii) the Québec Pension Plan and (iv) Employment Insurance (Canada).

1.71. “Production Services Agreement” means an agreement between a Subsidiary Guarantor and a non-Canadian third party that owns the copyright in and to the Canadian Services Production pursuant to which such Subsidiary Guarantor is engaged to provide production services in Canada to produce a Canadian Services Production and qualify for the Canadian Services Tax Credit.

1.72. “Production Type A” means a Canada-domiciled Subsidiary Guarantor owned 100% by the Borrower that owns and controls all intellectual property rights, including the copyright, in and to a Canadian Content Production being produced in Canada which qualifies for the Canadian Content Tax Credit with all assets of the Subsidiary Guarantor secured in first position to the Bank, including pledge of member interests/shares, and an assignment to the Bank of the Canadian Content Tax Credits.

1.73. “Production Type B”: means a Canada-domiciled Subsidiary Guarantor owned 100% by the Borrower which has entered into a Production Services Agreement to earn the Canadian Service Tax Credit with all assets of the Subsidiary Guarantor secured in a first position to the Bank including an assignment to the Bank of the Canadian Services Tax Credits.

1.74. “Production Type C”: means a Sub-Borrower that owns and controls all intellectual property rights, including the copyright, in and to a Canadian Content Production being produced in Canada which qualifies for the Canadian Content Tax Credit with an assignment to the Bank by the Borrower of all of the Sub-Borrower Banking Documents which grants to the Bank a first priority security interest in all the assets of the Sub-Borrower, including the Canadian Content Tax Credits.

1.75. “Revolving Period” means the two (2) year period beginning from the Closing Date, subject to no existing Event of Default during which the Borrower may request Loans followed by a one (1) year term out period (for a total tenor of thirty-six (36) months).

1.76. “Security Interest” means, collectively, the Security Interest of Borrower and all Security Interest of Subsidiary Guarantor or any portion of either or both.

1.77. “Security Interest of Borrower” means the first priority security interest in the Collateral of Borrower granted by the Borrower to the Bank pursuant to paragraph 4.1 hereof.

1.78. “Security Interest of Subsidiary Guarantor” means the first priority security interest in the Collateral of a Subsidiary Guarantor granted (i) by the Subsidiary Guarantor to the Bank under the Film Production Security Agreement referred to in paragraph 5.2.12 hereof or (ii) by the Sub-Borrower Film Production Security Agreement referred to in paragraph 5.2.19.2 hereof which is

assigned to the Bank pursuant to an Assignment and Security Agreement under paragraph 5.2.19 hereof.

1.79. “Sub-Borrower” means a Canada-domiciled production company owned by a third-party Canadian citizen unrelated to the Borrower which is producing and owns the copyright in and to a Canadian Content Production.

1.80. “Sub-Borrower Banking Documents” has the meaning specified in paragraph 5.2.19 hereof as assigned to the Bank pursuant to the Assignment and Security Agreement.

1.81. “Sub-Borrower Film Production Security Agreement” has the meaning specified in paragraph 5.2.19.2 hereof as assigned to the Bank pursuant to the Assignment and Security Agreement.

1.82. “Sub-Borrower Loan Agreement” means the loan agreement to be provided by the Borrower with each Sub-Borrower as required under the Conditions Precedent (Subsidiary Guarantor) as set out in paragraph 5.2.19.1 hereof as assigned to the Bank pursuant to the Assignment and Security Agreement.

1.83. “Subsequent Filings” has the meaning specified in paragraph 7.6 hereof.

1.84. “Subsidiary Guarantor” means (a) a wholly owned subsidiary of the Borrower which (i) is a single purpose production company incorporated under the laws of Alberta and extra-provincially registered in the jurisdiction in which it is producing a Canadian Production which is eligible to receive Tax Credits and has satisfied the ETC Conditions to have such Tax Credits qualify as Eligible Tax Credits hereunder; and (ii) signs a Guaranty as required under paragraph 5.2.11 hereof guarantying the Obligations hereunder; and (b) a Sub-Borrower which (i) is a single purpose Canadian federally or provincially incorporated production company and, where necessary, extra-provincially registered in the jurisdiction in which it is producing a Canadian Content Production, which is eligible to receive Canadian Content Tax Credits and has satisfied the applicable ETC Condition to have such Canadian Content Tax Credits qualify as Eligible Tax Credits hereunder; and (ii) signs a Sub-Borrower Loan Agreement with Borrower as required under paragraph 5.2.19.1 hereof as such Sub-Borrower Loan Agreement is assigned to the Bank pursuant to the Assignment and Security Agreement.

1.85. “Subsidiary Guarantor’s Collection Account” means the Canadian Dollar account established by each Subsidiary Guarantor to receive the refund of Tax Credits paid by CRA for its Canadian Production with the Bank having online viewing access and privileges.

1.86. “Tax Credits” means the Canadian Content Tax Credits and/or the Canadian Services Tax Credits.

1.87. “Term SOFR” means, the Term SOFR Reference Rate for a tenor of one (1) month on the day (such day, the “Interest Rate Loan Term SOFR Determination Day”) that is two (2) Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Interest Rate Loan Term SOFR

Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Interest Rate Loan SOFR Determination Day; provided, further, that if Term SOFR determined as provided above shall ever be less than zero percent (0%) (the "Floor"), then Term SOFR shall be deemed to be the Floor.

1.88. "Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

1.89. "Term SOFR Reference Rate" means the forward-looking term rate based on the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or a successor administrator of such rate).

1.90. "Third Party FX Provider" has the meaning specified in paragraph 2.2.3 hereof.

1.91. "Third Party FX Provider Irrevocable Direction to Pay" means a certificate in the form attached hereto as Exhibit 7.3.2 to be duly executed by the Subsidiary Guarantor and the Bank and delivered to the Third Party FX Provider as required hereunder.

1.92. "Verified Tax Credits" has the meaning specified in paragraph 5.2.1 hereof.

## **2. AGREEMENT TO LEND.**

### **2.1. Loans.**

2.1.1. Subject to the terms and conditions contained herein, the Bank hereby agrees to make advances during the Revolving Period ("Loans" or individually a "Loan") of funds to the Borrower under the Facility, in an aggregate principal amount which does not exceed lesser of the Borrowing Base Amount or the Commitment Amount.

2.1.2. Subject to paragraph 2.2 hereof, the Loans shall be made at such times as the Borrower shall request during the Revolving Period.

2.1.3. Subject to the terms of this Agreement, the Borrower may borrow and repay at any time during the Revolving Period, with re-borrow amounts constituting the Commitment Amount.

Notwithstanding the foregoing, the Bank shall not be obligated to make any Loans if, as a result thereof, the Facility Loans Outstanding would exceed the lesser of: (i) the Commitment Amount; or (ii) the Borrowing Base Amount.

## 2.2. Making Loans.

2.2.1. The obligation of the Bank to advance each Loan under the Facility is made subject to satisfaction of the Conditions Precedent and the availability of Eligible Tax Credits.

2.2.2. The Borrower shall deliver to the Bank a completed Borrowing Request Certificate before the date of each requested Loan on or before 1:00 p.m. Pacific Standard Time or 4:00 p.m. Eastern Standard Time on the date that at least one (1) Business Day prior to the date of such Loan. Each Borrowing Request Certificate, in order to be effective, must specify the amount of the Loan, the date that the Borrower requires the Loan, the Borrower's Bank Account(s) to which the Loan is to be advanced and if the Loan is to be advanced to more than one account, the dollar amount to be advanced to each account. The Borrower Request Certificate must further certify that the Conditions Precedent are satisfied. The Borrower acknowledges and agrees that the Bank shall be under absolutely no duty or obligation to make any Loans hereunder until all of the Conditions Precedent set forth in paragraph 5.1 hereof, have been satisfied. The Borrower will also deliver to the Bank confirmation acceptable to the Bank of the United States Dollar value of the Eligible Tax Credits hedged by Canadian Dollar to United States Dollar forwards in the form of a completed and current Borrowing Base Collateral Value Calculation.

2.2.3. For each Loan, the funds will be disbursed by the Bank in US Dollars and be advanced to the Borrower's Bank Account (USD) as set out in the applicable Borrowing Request Certificate. The Borrower shall enter into either spot or forward hedge agreements (the "FX Contracts") with the Bank or the Bank's approved third-party ("Third Party FX Provider") to (i) convert US Dollar Loans into Canadian Dollars as needed for the Subsidiary Guarantor's Canadian Production; and (ii) foreign currency collections in Canadian Dollars into US Dollars for repayment of the Loans. In the event of any shortfall being owed in connection with the FX Contracts entered into by the Borrower and/or the Bank in connection with the Loans, when such agreements are settled, the Borrower shall be responsible for repayment of any additional amounts due and owing under the FX Contracts into the Bank's Collection Account such payment to be made in US Dollars. If such repayment of the shortfall is not made by the Borrower, the Borrower hereby authorizes the Bank with the right and authority to make an advance in the amount of the shortfall against the Facility.

## 2.3. Interest, Fees and Disbursements.

2.3.1. The Borrower hereby authorizes the Bank with the right and authority to make advances at any time against the Facility for the payment of interest and legal fees and all other fees, costs and expenses incurred by or owing to the Bank hereunder or under any other Facility Documents. The Borrower may at any time agree with the Bank to directly pay any of the fees, costs and expenses owing under this paragraph 2.3.

2.3.2. For each Loan disbursed, the Bank shall in accordance with paragraphs 2.5 and 2.7 make advances under such Loan out of the Bank Charges Reserve to make interest payments hereunder.

2.3.3. The Borrower shall pay to the Bank on the Closing Date an additional facility fee (the “Facility Fee”) in the amount of \$55,000 (which is in addition to the facility fee paid under the Original Agreement in the amount of \$50,000) which payment may be advanced against the Loan if a Loan is being disbursed or paid directly by the Borrower to the Bank. The Bank's obligation to make any Loans hereunder is expressly conditioned upon and subject to payment of the Facility Fee.

2.3.4. For the benefit of and on behalf of the Borrower, the Bank shall pay the following amounts, concurrently with execution of this Agreement and from the proceeds of the initial Loan under the Facility (or such other date as the Bank may agree to) unless the Borrower agrees to directly pay such amounts: (i) to the Bank, the Facility Fee; and (ii) to Dentons Canada LLP, counsel to the Bank, its fees for legal services incurred in connection with this transaction plus all costs and expenses incurred in addition to such legal fees, with such legal fees to be reviewed by the Borrower.

2.3.5. For each Loan made after the initial Loan under the Facility, unless the Borrower agrees to directly pay such amounts, the Bank shall pay to Dentons Canada LLP, counsel to the Bank from the proceeds of such Loan its fees, plus all costs and expenses for legal services rendered in connection with a Subsidiary Guarantor satisfying the ETC Conditions to allow for its Verified Tax Credits to be included in the calculation of the Eligible Tax Credits, with such legal fees to be reviewed by the Borrower.

2.4. Event of Default. The Bank shall have no obligation to make any Loans under the Facility at any time after the occurrence of an Event of Default, unless such Event of Default has been cured within the applicable time period permitted hereunder (if any), or waived by the Bank.

2.5. Interest.

2.5.1. Rate. For each Loan disbursed, the Loan will accrue interest at the Interest Rate. The “Interest Rate” shall mean, for any day, a rate per annum equal to Term SOFR for a one (1)-month interest period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus three and one quarter percent (3.25%). The Bank may use its discretion in determining the actual number days that constitute a 1-month period in order to align any interest period with other outstanding Term SOFR interest period(s). If for any reason the Bank shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Term SOFR for any reason, including, without limitation, the inability or failure of the Bank to obtain sufficient quotations in accordance with the terms hereof, then the Interest Rate shall be the Prime Rate of interest publicly announced from time to time by the Wall Street Journal in effect on such day until the circumstances giving rise to such inability no longer exist. Any change in the Interest Rate due to a change in the Bank's Interest Rate or Term SOFR for a one (1)-month interest period shall be effective on the effective date of such change in the Bank's Interest Rate or Term SOFR for a one (1)-month interest period, respectively.

2.5.2. Payment Of Interest. Subject to paragraph 2.5.3 hereof, interest on each Loan disbursed shall accrue daily and be payable at the end of each Term SOFR, with such accrued interest advanced against the Loan and offset against the Bank Charges Reserve, provided the Bank Charges Reserve is sufficient to pay the accrued interest. Any accrued interest owing upon prepayment in full of the Facility or upon the Maturity Date, shall be deducted from the Bank Charges Reserve. If at the time there are insufficient availability in the Bank Charges Reserve to make such payment due hereunder in full, the Borrower shall pay directly to the Bank all amounts necessary to cover such interest payment.

2.5.3. Overdue Rate. Notwithstanding the foregoing, should either the Bank or the Borrower provide to the other written notice that an Event of Default has occurred hereunder and is continuing, the Interest Rate on the amount of the Obligations then owing hereunder shall be increased to a rate (the "Overdue Rate") equal to the lesser of: (i) the maximum legal rate of interest (if any) permitted by applicable law; or (ii) a rate which is 3% per annum above the Interest Rate. Interest calculated at the Overdue Rate shall be due and owing, and shall accrue and be payable, from the date of the applicable Event of Default to and including the date of payment in full of the amount all Obligations then owing, or the date of the Borrower's cure of the Event of Default (but only if such cure is permitted by the Bank as provided in paragraphs 9.1 or 9.3 hereof) or the date such Event of Default is waived by the Bank. This provision, or the Bank's reliance thereon, or the Borrower's payment and the Bank's acceptance of any interest at the Overdue Rate pursuant to this paragraph 2.5.3 hereof, shall not be deemed a waiver of any Event of Default or of any of the Bank's rights and remedies hereunder or otherwise.

2.5.4. Maximum Rate. If the provisions of this Agreement would at any time otherwise require payment to the Bank of an amount of interest in excess of the maximum amount then permitted by the law applicable to the Loans, such interest payments to the Bank shall be reduced to the extent necessary so as to ensure that the Bank shall not receive interest in excess of such maximum amount.

2.5.5. Replacement Reference Rate. If at any time the Bank determines that the Term SOFR Reference Rate has become unavailable and the Term SOFR and Interest Rate have become unavailable, the Bank shall have at its sole discretion the right to impose a new reference rate to calculate the interest owing on each Loan disbursed hereunder which will be the Prime Rate of interest publicly announced from time to time by the Wall Street Journal in effect on the date of such determination.

2.6. Payment Net of Taxes. Each payment made by or on behalf of the Borrower to the Bank under this Facility, including payment of the Facility Fee and any interest, shall be made free and clear of, and without reduction by reason of, any tax, assessment, or other charge imposed by any Governmental Authority (other than taxes on capital, income or gross receipts generally applicable to Bank, but including withholding tax on the Facility Fee and any interest, if applicable) ("Taxes"). To the extent that the Borrower is obligated by applicable laws to make any deduction or withholding on account of Taxes, from any amount payable hereunder, (i) the Borrower shall make such deduction or withholding and pay the same to the relevant governmental agency and (ii) the Borrower shall pay such additional amounts to the Bank as are necessary to result in its

receiving a net after-tax amount equal to the amount to which the Bank would have been entitled to receive under this Agreement absent such deduction or withholding. If receipt of such payment results in an excess payment or credit to the Bank on account of such Taxes, the Bank shall, upon receipt of such excess amount, refund such excess to the Borrower; provided, however, that if any portion of the Obligations remains outstanding at the time that the Bank receives such excess amount, the Bank shall have the right, but not the obligation, to apply such excess amount to the repayment of such Obligations.

## 2.7. Computation of Interest and Bank Charges Reserve.

2.7.1. Computation. All computations of interest and fees payable pursuant to this Agreement shall be calculated on the basis of a 360 day year and an actual-day month. The Bank shall make advances under the Facility out of the Bank Charges Reserve which reserve shall be calculated in accordance with paragraph 2.7.2 hereof to make interest payments hereunder. If, at the time an interest payment is due hereunder, there are insufficient funds remaining in the Bank Charges Reserve, to pay the interest payment due hereunder in full, the Borrower shall pay directly to the Bank all amounts necessary to cover such interest payment.

2.7.2. Bank Charges Reserve Calculation. The Bank Charges Reserve shall be calculated as follows: the Net Tax Credit Locked Value USD (as calculated in the Borrowing Base Collateral Value Calculation) multiplied by current Interest Rate + 2.00% (for rate fluctuation) / 360 days multiplied by estimated days Loan outstanding (i.e. date of funding through 12 months after the Subsidiary Guarantor's delivery date of a production) plus any required fees, legal fees, interest or over due interest and all other costs and expenses which are incurred by or owing to the Bank.

2.8. Reduction or Cancellation. Upon providing not less than sixty (60) days prior written notice to the Bank, the Borrower may in whole or in part permanently reduce or terminate the Facility without premium or penalty. Any notice by the Borrower of its election to permanently reduce or terminate the Facility shall be unconditional and irrevocable, and no amount of the Facility may be reinstated once it has been reduced. In no event may the Facility be reduced by more than the then unused Commitment Amount and may not be reduced to an amount that is less than the sum of the Facility Loans Outstanding at such time plus the Bank Charges Reserve at such time, unless the Borrower prepays the Obligations to reduce the Facility Loans Outstanding as may be required.

## 3. PAYMENT OF OBLIGATIONS.

3.1. Voluntary Prepayments. The Borrower shall have the right to prepay the Obligations in whole or in part without premium or penalty, provided that, at the time of any such prepayment, the accrued interest on the Facility is paid in full. Any amounts of the Obligations which are prepaid, shall be applied by the Bank in the order of priority set out in paragraph 3.3 hereof.

3.2. Mandatory Repayments. The Obligations shall be repaid as follows:

3.2.1. If at any time the sum of the aggregate amount of all Loans then outstanding exceeds the Commitment Amount, the Borrower shall immediately repay all or a portion of the Loans outstanding under the Facility to the extent necessary to eliminate such excess.

3.2.2. Until such time as the Obligations are repaid in full, the Borrower shall pay, or cause each Subsidiary Guarantor to pay or direct CRA to pay, to each Subsidiary Guarantor's Collection Account all Eligible Tax Credits proceeds to be received by the Subsidiary Guarantor. The Borrower shall ensure that the Subsidiary Guarantor advances the full amount of the Eligible Tax Credits proceeds received in US Dollars to the Bank's Collection Account (or to such other address or account as the Bank may designate in writing) within five (5) Business Days of any Subsidiary Guarantor receiving such Eligible Tax Credit proceeds in its Subsidiary Guarantor's Collection Account unless such Eligible Tax Credits are received outside of the window of any existing FX Contract in which case the Eligible Tax Credit proceeds shall be advanced to the Bank's Collection Account on the first day of next window. If the amount of the Tax Credits proceeds received from CRA in the Subsidiary Guarantor's Collection Account (CAD) of any Subsidiary Guarantor is less than the Verified Tax Credits included in the Borrowing Base Amount of the Eligible Tax Credits and therefore there is a shortfall when collapsing the FX Contract and converting the Canadian dollars to US Dollars, the Borrower shall within immediately pay the amount of the shortfall when settling the FX Contract and the total amount to be paid to the Bank's Collection Account shall be the amount of the Verified Tax Credits. If any Person pays any Eligible Tax Credit proceeds of any Subsidiary Guarantor to the Borrower, to any Subsidiary Guarantor or any other Person in contravention of this paragraph 3.2.2 hereof, the Borrower, the Subsidiary Guarantor or such other Person, as applicable, shall receive such sums as the Bank's trustee and, promptly upon receipt thereof, shall remit such sums (or cause such sums to be remitted) in US Dollars to the Bank as set forth above.

3.2.3. All Obligations shall be repaid in full on or before the Maturity Date.

3.3. Application of Payments. Until the Borrower has repaid the Obligations in full in accordance with the terms and conditions hereof, all amounts paid to the Bank by the Borrower and/or any Subsidiary Guarantor (including, without limitation, all amounts paid to the Bank pursuant to paragraph 3.2 hereof) or any other Person on the Borrower's behalf, shall be applied by the Bank to reduce the Obligations in the following priority: first, to reduce any amounts by which the Loans exceed the lesser of the Borrowing Base Amount or the Commitment Amount, if any, second, to amounts payable to the Bank in respect of amounts of interest owing pursuant to paragraph 2.5 hereof, third reimbursement of Bank's costs and expenses pursuant to paragraphs 7.10 and 7.12 hereof, and last, to repayment of the amount of the Facility Loans Outstanding. Upon repayment in full of the Obligations, the Bank shall remit all amounts in excess of the Obligations received by the Bank with respect to the Eligible Tax Credits proceeds advanced to the Bank's Collection Account by the Borrower, the Subsidiary Guarantors or to such other Person as the Borrower may designate in writing.

3.4. Enforcement by Borrower. Until the Obligations are repaid in full, the Borrower shall, at its own expense, take all commercially reasonable actions necessary to ensure the timely filing by



each Subsidiary Guarantor with CAVCO and the equivalent provincial application of the Part A application (for Production Type A and C) and the accreditation certificate (for Production Type B) for its Canadian Production and the filing of such Subsidiary Guarantor's tax returns claiming its Eligible Tax Credits including, without limitation, promptly responding to CAVCO, its equivalent provincial and CRA in a timely manner.

### 3.5. Making of Payments; Offset.

3.5.1. Making of Payments. The proceeds of all Eligible Tax Credits proceeds received in the Bank's Collection Account in accordance with paragraph 3.2.2 hereof shall be available to the Bank to repay all Obligations hereunder. All proceeds received prior to 1:00 p.m., Pacific Time shall be deemed to be received by the Bank on the day or receipt and all proceeds received after that hour shall be deemed to have been received by the Bank on its next following Business Day.

3.5.2. Offset. In addition to and not in limitation of all rights of offset that the Bank may have under applicable law, the Bank shall, upon the occurrence and continuance of any Event of Default, have the right to appropriate and apply to all Obligations hereunder any and all balances, credits, deposits, accounts or monies of the Borrower then or thereafter with the Bank.

## 4. SECURITY INTEREST OF BORROWER AND COLLATERAL OF BORROWER.

4.1. The Bank's Security Interest. As security for the repayment of the Obligations, for the Borrower's full and prompt performance of the terms and conditions of this Agreement and of the other instruments, documents and agreements executed in connection herewith, the Borrower grants to the Bank, by way of security interest, mortgage, pledge, charge, assignment and transfer, a security interest in the undertaking of the Borrower and in all of the Borrower's present and after acquired personal property including in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of the Borrower (including such as may be returned to or repossessed by the Borrower) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral of Borrower"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf the Borrower:

4.1.1. all of the assets, undertaking and personal property of the Borrower;

4.1.2. all debts, claims, demands, monies and other rights, securities and choses in action including all accounts receivable and other book debts now or hereafter to become due to the Borrower (collectively, the "Assigned Amounts"), and all books and accounts, letters, invoices, paper and documents in any way evidencing or relating to the Assigned Amounts;

4.1.3. any rights and benefits of the Borrower under all agreements and other instruments to which the Borrower is a party or in which it has an interest in connection with the

acquisition of those rights necessary to facilitate the development, production, completion, delivery, exhibition, distribution, marketing or other exploitation of the Canadian Productions;

4.1.4. any government rebates, tax credits, guarantees, subsidies, loan or other incentives now or in future payable to the Borrower, if any, in connection with the delivery, exhibition, distribution, marketing or other exploitation of the Canadian Productions, including all rebates and refunds payable in respect of income tax, goods and services tax, provincial sales tax and withholding tax;

4.1.5. all Inventory of whatever kind and wherever situate;

4.1.6. all Equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

4.1.7. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Borrower ("Debts");

4.1.8. all lists, records and files relating to the Borrower's customers, clients and patients;

4.1.9. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

4.1.10. all contractual rights and insurance claims;

4.1.11. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

4.1.12. all Proceeds of the foregoing, including Proceeds of Proceeds.

4.2. Exclusions from Collateral of Borrower. The Security Interest of Borrower shall not extend or apply to, and the Collateral of Borrower shall not include: (a) any personal property held in trust by the Borrower and lawfully belonging to another Person; (b) any property of the Borrower that constitutes consumer goods; or (c) the last day of the term of any lease, oral or written, or agreement therefor now held or hereafter acquired by the Borrower, provided that upon the enforcement of the Security Interest of Borrower, the Borrower shall stand possessed of such last day in trust to assign and dispose of the same to any person acquiring such term.

4.3. Defined Terms. As used in paragraphs 4.1 and 4.2 hereof, the terms “Goods”, “Chattel Paper”, “Document of Title”, “Instrument”, “Intangible”, “Security”, “Investment Property”, “proceed”, “Inventory”, “accession”, “Money”, “Account”, “financing statement” and “financing change statement” whenever used herein shall be interpreted pursuant to their respective meanings when used in the PPSA; provided, however, that the term “Goods” when used herein shall not include “consumer goods” as that term is defined in the PPSA, the term “Inventory” when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Agreement. Any reference herein to “Collateral of Borrower” shall, unless the context otherwise requires, be deemed a reference to “Collateral or any part thereof”.

4.4. Sufficiency of Security Interest of Borrower. The Security Interest of Borrower granted hereby secures payment and performance of the Obligations. If the Security Interest of Borrower in the Collateral of Borrower is not sufficient, upon the occurrence and continuance of an Event of Default, to satisfy all Obligations, the Borrower acknowledges and agrees that the Borrower shall continue to be liable for any Obligations remaining outstanding and the Bank shall be entitled to pursue full payment thereof.

4.5. Attachment. The Borrower acknowledges and confirms that: (a) it and the Bank intend the Security Interest of Borrower in existing Collateral of Borrower to attach upon the execution of this Agreement; (b) value has been given; (c) it has rights in such existing Collateral of Borrower; and (d) it and the Bank intend the Security Interest of Borrower in hereafter acquired Collateral of Borrower to attach at the same time as it acquires rights in the said after acquired Collateral of Borrower.

4.6. Perfection of Security Interest of Borrower. Concurrently with the execution of this Agreement, Borrower shall execute and deliver, or cause to be executed and delivered any and all instruments which the Bank may request to perfect the Security Interest of Borrower granted hereunder and to effectuate the purposes and intent hereof.

4.7. Authorization to File Financing Statements. The Borrower hereby authorizes the Bank to file all financing statements under the PPSA and equivalent legislation, in such jurisdictions as the Bank may deem appropriate in order to perfect its Security Interest of Borrower hereunder.

4.8. Release of Security Interest of Borrower. Upon repayment in full of the Obligations and the Borrower's full and complete performance of its obligations hereunder, upon written request from the Borrower to the Bank, the Bank shall promptly release the Security Interest of Borrower conveyed to the Bank hereunder and shall execute such termination statements, releases and other documents as may be necessary to evidence the same, all without recourse upon or warranty by the Bank and at the Borrower's sole cost and expense.

## **5. CONDITIONS PRECEDENT AND ETC CONDITIONS.**

5.1. Conditions Precedent. Notwithstanding anything to the contrary contained herein, delivery to the Bank of the following documents, instruments and agreements all in form and substance

acceptable to the Bank shall be conditions precedent required to be satisfied by the Borrower (or, in the Bank's sole discretion, waived) in order to close the Facility:

5.1.1. Credit and Security Agreement. This Agreement, duly executed by the Borrower;

5.1.2. Pledged Securities. Certificated Pledged Securities with appropriate stock powers duly executed by the Borrower in blank to the Bank;

5.1.3. PPSA Registrations. Confirmation of the first priority security registration in the PPR and in any other jurisdictions where the Borrower is carrying on business of the Security Interest of Borrower granted by the Borrower to the Bank hereunder and the Pledged Securities;

5.1.4. Articles of Organization. The Borrower's articles of incorporation, by-laws or other formation or organizational documents and certificate of status issued by the Registrar of Corporations in Alberta;

5.1.5. Borrower Officer's Certificates and Resolutions. Signed officer's certificates of the Borrower and certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, the transactions contemplated thereby, and such other Facility Documents relating thereto as the Bank may reasonably request;

5.1.6. Opinion of Counsel. A corporate opinion from independent legal counsel to the Borrower with respect to due authorization, execution, delivery and enforceability of this Agreement and such other Facility Documents relating to this transaction as the Bank may reasonably request;

5.1.7. Insurance. Evidence of comprehensive general liability insurance in the name of the Borrower including certificates reflecting the Bank being named as loss payee or additional insured thereunder;

5.1.8. Searches. Completion of industry standard searches with results that are to the satisfaction of the Bank;

5.1.9. Costs and Expenses. Payment of all of the Bank's Facility Fee and the Bank's legal fees, with such legal fees to be reviewed by the Borrower; and

5.1.10. Additional Documents. Any such additional documents, instruments or agreements that the Bank may reasonably require to effectuate the purposes of this Agreement.

5.2. ETC Conditions. Notwithstanding anything to the contrary contained herein, in order for Verified Tax Credits to be earned by each Subsidiary Guarantor for its Canadian Production to qualify as "Eligible Tax Credits" hereunder and to be included in the Borrowing Base Amount, the following documents, instruments and agreements, all in form and substance acceptable to the Bank, must be delivered to and accepted by the Bank for each Subsidiary Guarantor and its Canadian Production (the "ETC Conditions"):

### For All Production Types

5.2.1. Accountants Letter. A letter from an Acceptable Tax Credit Consultant (the “Accountants Letter”) confirming the value of the Tax Credits to be earned by the Subsidiary Guarantor for its Canadian Production (the “Verified Tax Credits”);

5.2.2. FX Contracts: FX Contracts with the Bank or the Bank’s approved Third Party FX Provider for not less than 90% of the amount of the Verified Tax Credits to convert foreign currency collections in Canadian Dollars into US Dollars for repayment of the Loans and a Third Party FX Provider Irrevocable Direction to Pay, if applicable;

5.2.3. Budget, Weekly Cash Flow and Financing Plan. Copy of the locked budget, weekly cash flow and financing plan for the Canadian Production (collectively, the “Financing Plan”) signed by the Subsidiary Guarantor with a Funding Confirmation Certificate confirming that all funding for the Canadian Production has been advanced to the production other than an amount equal to 90% of the Eligible Tax Credits for the Canadian Production less the amount of the Bank Charges Reserve calculated by the Bank for such Loan;

5.2.4. Subsidiary Guarantor’s Collection Account. Confirmation from the Subsidiary Guarantor of the opening of the Subsidiary Guarantor’s Collection Account with the Bank having online viewing access and privileges;

5.2.5. Direct Deposit. Confirmation that refunds to the corporate tax account of the Subsidiary Guarantor have been directed to the Subsidiary Guarantor’s Collection Account in the name of the Subsidiary Guarantor through “manage deposit” in “My Business Account” with CRA;

5.2.6. Eligible Tax Credit Certificate. Copy of the Eligibility Tax Credit Certificate for the Canadian Production being produced by the Subsidiary Guarantor duly executed by the Borrower and delivered to the Bank;

5.2.7. Director’s Resolutions. Signed director’s resolutions of the Subsidiary Guarantor authorizing the due authorization, execution and delivery of the documents listed in paragraph 5.2 and 5.3 hereof, as applicable, and such other documents relating thereto as the Bank may reasonably request;

5.2.8. Articles of Organization. The Subsidiary Guarantor’s articles of incorporation, by-laws or other formation or organizational documents including, where applicable, confirmation that the Subsidiary Guarantor has been extra-provincially registered in the jurisdiction where the Canadian Production is being produced and a certificate of status issued by the Registrar of the Province in which the Subsidiary Guarantor is incorporated and, if applicable and available, extra-provincially registered;

5.2.9. CRA Filing and Balance Confirmation. A confirmation letter from CRA confirming that the Subsidiary Guarantor is current in all of its required filing with CRA and there are no amounts owing to CRA;

5.2.10. Additional Documents. Any such additional documents, instruments or agreements that the Bank may reasonably require to effectuate the purposes of this Agreement;

For Production Type A and B

5.2.11. Guaranty. An agreement (the “Guaranty”) signed by the Subsidiary Guarantor providing an unlimited guarantee to the Bank for all Obligations of the Borrower hereunder;

5.2.12. Film Production Security Agreement. An agreement (the “Film Production Security Agreement”) signed by the Subsidiary Guarantor (i) granting to the Bank a general security interest in all of the Subsidiary Guarantor’s present and after acquired personal property including, without limitation, the Canadian Content Tax Credits (for Production Type A) and the Canadian Services Tax Credit (for Production Type B) to be earned by the Subsidiary Guarantor for its Canadian Production and (ii) confirming that receipt of the Verified Tax Credits is estimated to occur no later than the Maturity Date;

5.2.13. PPR Registrations. Confirmation of the first priority security registration in the PPR and in any other jurisdictions where the Subsidiary Guarantor is carrying on business of the Security Interest of Subsidiary Guarantor granted to the Bank under the Film Production Security Agreement;

5.2.14. Form AUT-01. A CRA form AUT-01 (Authorized Representative for Online Access) signed by the Subsidiary Guarantor in favor of the Bank;

5.2.15. Consent to Communicate with Third Parties. A consent signed by the Subsidiary Guarantor granting the Bank permission to communicate with third parties associated with its Canadian Production including, without limitation, CRA and CAVCO and its equivalent provincial in the jurisdiction where the Canadian Production is being produced;

Production Type A

5.2.16. Copyright Mortgage and Assignment. An agreement signed by the Subsidiary Guarantor granting to the Bank a copyright mortgage in the named Canadian Content Production and confirmation of registration with CIPO;

5.2.17. Eligible Tax Credit Filings. Confirmation that the Subsidiary Guarantor has filed for its Canadian Production the Part A application with CAVCO and the equivalent application with the provincial authorities in the jurisdiction where the Canadian Content Production is being produced (e.g. Ontario Creates in Ontario, Manitoba Film and Music in Manitoba and Alberta Jobs, Economy and Northern Development in Alberta) in order to claim the Canadian Content Tax Credits including copies of all applications;

### Production Type B

5.2.18. Eligible Tax Credit Filings. Confirmation that the Subsidiary Guarantor has filed for its Canadian Services Production the accreditation applications with CAVCO and the equivalent application with the provincial authorities in the jurisdiction where the Canadian Services Production is being produced (e.g. Ontario Creates in Ontario and Manitoba Film and Music in Manitoba) in order to claim the Canadian Services Tax Credits including copies of (i) all applications; (ii) the official designee affidavit(s) signed by the copyright owner of the Canadian Services Production; (iii) the copyright opinion confirming the copyright owner of the Canadian Services Production; and (iv) the Production Services Agreement;

### Production Type C

5.2.19. Assignment and Security Agreement. An assignment and security agreement (the “Assignment and Security Agreement”) signed by the Borrower and the Bank assigning the following documents entered into by the Borrower with the Sub-Borrower (the “Sub-Borrower Banking Documents”):

- 5.2.19.1. Sub-Borrower Loan Agreement: A loan agreement (the “Sub-Borrower Loan Agreement”) between the Borrower and the Sub-Borrower pursuant to which the Borrower agrees to interim finance up to 90% of the Eligible Tax Credits of the Canadian Content Production being produced and owned by the Sub-Borrower;
- 5.2.19.2. Sub-Borrower Film Production Security Agreement. An agreement (the “Sub-Borrower Film Production Security Agreement”) signed by the Sub-Borrower (i) granting to the Borrower a general security interest in all of the Sub-Borrower’s present and after acquired personal property including, without limitation, the Canadian Content Tax Credits to be earned by the Sub-Borrower for its Canadian Content Production and (ii) confirming that receipt of the Verified Tax Credits is estimated to occur no later than the Maturity Date;
- 5.2.19.3. PPR Registrations. Confirmation of the first priority security registration in the PPR and in any other jurisdictions where the Sub-Borrower is carrying on business of the Security Interest of Sub-Borrower granted to the Borrower under the Sub-Borrower Film Production Security Agreement;
- 5.2.19.4. Pledged Securities. Certificated Pledged Securities with appropriate stock powers duly executed by the Sub-Borrower in blank to the Borrower;
- 5.2.19.5. Copyright Mortgage and Assignment. An agreement signed by the Sub-Borrower granting to the Borrower a copyright mortgage in the named Canadian Content Production and confirmation of registration with CIPO by the Borrower;

5.2.19.6. Form AUT-01. A CRA form AUT-01 (Authorized Representative for Online Access) signed by the Sub-Borrower in favor of the Borrower; and

5.2.19.7. Consent to Communicate with Third Parties. A consent signed by the Sub-Borrower granting the Borrower permission to communicate with third parties associated with its Canadian Content Production including, without limitation, CRA and CAVCO and its equivalent provincial in the jurisdiction where the Canadian Production is being produced;

5.2.20 Eligible Tax Credit Filings. Confirmation that the Sub-Borrower has filed for its Canadian Content Production the Part A application with CAVCO and the equivalent application with the provincial authorities in the jurisdiction where the Canadian Content Production is being produced (e.g. Ontario Creates in Ontario, Manitoba Film and Music in Manitoba and Alberta Jobs, Economy and Northern Development in Alberta) in order to claim the Canadian Content Tax Credits, including copies of all applications;

5.2.21 KYC Documents. Completed owner/director identification “know your client” documents in the Bank’s standard form (which may be modified from time to time) for the Sub-Borrower for approval by the Bank which in addition to be included in Exhibit 1.42-C shall also be provided to the Bank five (5) Business Days prior to the Exhibit 1.42-C being presented to the Bank;

5.2.22 Confirmation of Assignment. Confirmation that all of the Borrower Banking Documents can be freely assigned by the Borrower to the Bank without further consents or approvals; and

5.2.23 Postponement Agreement. If Borrower is advancing funds to Sub-Borrower in addition to the Loan to be received hereunder, a postponement by Borrower to repayment of its loan of the additional financing to the indefeasible repayment in full of the Loan hereunder.

5.3. Additional Eligible Tax Credit Documents. In addition to the ETC Conditions listed in paragraph 5.2 above, upon the written request of the Bank the following documents, instruments and agreements, all in form and substance acceptable to the Bank, shall be delivered to the Bank for each Subsidiary Guarantor and its Canadian Production within five (5) Business Days of such written request:

#### All Production Types

5.3.1. Agreements. Executed copies of all financing agreements and preferred share certificates issued for shareholder investments as set out in the Financing Plan;

5.3.2. Insurance. Evidence of (i) comprehensive general liability and entertainment package insurance in the name of the Subsidiary Guarantor; and (ii) errors and omissions



insurance for the Production, including certificates reflecting the Bank being named as loss payee or additional insured thereunder;

5.3.3. Insurance Contingency. In lieu of the Subsidiary Guarantor obtaining entertainment package insurance for its Canadian Production, the Borrower shall maintain and provide evidence to the Bank that \$100,000 in Canadian Dollars is being held in the Borrower's Bank Account (CAD) as a cash reserve (the "Cash Reserve") which shall be recorded as restricted cash on the Borrower's balance sheet. The Cash Reserve shall only be available to pay for costs and expenses required to be paid for any incidents that occur on a Canadian Production produced by a Subsidiary Guarantor that would have been covered under an industry standard entertainment package insurance policy. If any of the Cash Reserve is used to pay such costs, the Borrower will within five (5) Business Days of such payment top up the Cash Reserve so that the amount of the Cash Reserve is maintained at an amount of \$100,000 in Canadian Dollars;

5.3.4. Additional Documents. Any such additional documents, instruments or agreements that the Bank may reasonably require to effectuate the purposes of this Agreement;

Production Type A and C

5.3.5. Canadian Broadcast/Distribution Agreement. A signed agreement between the named Subsidiary Guarantor and a Canadian distributor or CRTC-licensed broadcast as recognized by CAVCO which confirms that the Canadian Production will be shown in Canada within the first two years after it is completed and commercially exploitable (the "Canadian Broadcast/Distribution Agreement"); and

5.3.6. Chain-of-Title Opinion. An opinion from independent legal counsel to the Subsidiary Guarantor opining that the Subsidiary Guarantor owns all right, title and interest, including the copyright, in and to its Canadian Production.

5.4. Event of Default. At the time of the disbursement of each Loan under the Facility, no Event of Default, and no condition, event or act which, with notice or lapse of time, or both, would constitute an Event of Default hereunder, shall exist.

5.5. Representations and Warranties. All of representations and warranties of the Borrower herein, or otherwise made in writing in connection herewith, shall be true and correct in all material respects with the same effect as though the representations and warranties had been made on the date of the disbursement of each Loan under the Facility.

5.6. Corporate; Legal Proceedings. All corporate and legal proceedings, and all documents, instruments and agreements executed or to be executed in connection with the transactions contemplated by this Agreement, shall be reasonably satisfactory in form and substance to the Bank.

5.7. Borrower's Financial Condition. The Bank's obligation to make any Loans under the Facility shall be subject to there not having occurred any Material Adverse Change in the Borrower's financial condition at the time the Bank is to make any Loans under the Facility.

5.8. New Litigation and Changes in Pending Litigation. The Borrower shall have disclosed to the Bank in writing all pending or (to the best of their knowledge) threatened litigation, arbitration proceedings or governmental proceedings against any the Borrower. In addition, the Borrower shall have disclosed all material developments which have occurred in any such litigation, arbitration proceedings or governmental proceedings which, in the Bank's opinion, are likely to materially adversely affect the Borrower's financial position or business, or impair the Borrower's ability to perform its obligations under this Agreement.

## **6. REPRESENTATIONS AND WARRANTIES.**

In order to induce the Bank to enter into this Agreement, the Borrower agrees, represents, warrants and covenants to the Bank as follows (which agreements, representations, warranties and covenants shall survive and continue upon the execution and delivery, and any termination, of this Agreement):

6.1. Organization, Etc. The Borrower is a corporation in good standing duly organized under the laws of the Province of Alberta and has the power and authority to own its properties and to transact the business in which it is engaged in all places at which it engages in Material business and is in compliance with all applicable environmental, health and safety regulations.

6.2. Financial Statements. All financial statements, information and other data regarding the Credit Parties furnished to and to be furnished to the Bank hereunder, if any, are and will, in all material respects, accurate and correct as of the date of such statements (subject to year-end adjustments, where applicable), the financial statements have been and will be prepared in accordance with the customary standards typically applicable to similar entities in the Canadian film and television industry and accurately represent the financial condition of the persons or companies to whom or which such statements relate. No materially adverse changes have occurred since the dates of statements furnished to date. No material liabilities exist, contingent or otherwise, not shown on such financial statements.

6.3. Corporate Power and Authority. The Borrower has or shall have the power and authority to execute, deliver and carry out its obligations pursuant to the terms and provisions of this Agreement and all other Facility Documents to be executed and delivered by the Borrower hereunder, own its properties and grant the Security Interest of Borrower in the Collateral of Borrower to the Bank, and has taken or shall have taken all action necessary to authorize the execution and delivery of this Agreement, the borrowing hereunder and the execution and delivery of all other Facility Documents, as applicable.

6.4. No Conflicts. Neither the execution and delivery of this Agreement or any other Facility Document to be executed pursuant hereto, nor the consummation of the transactions contemplated by this Agreement, nor compliance with the terms and provisions hereof or with the terms and provisions of any other Facility Document executed in connection herewith: (i) will violate in any

material respect any provision of law or of any applicable regulation, order or decree of any court or governmental instrumentality or administrative body or agency, (ii) will conflict or be inconsistent with, or will result in any breach of, any of the terms, covenants, conditions or provisions of any mortgage, indenture, deed of trust, agreement or other instrument to which the Borrower is a party, by which it may be bound or to which it may be subject, where such conflict, inconsistency or breach could have a Material Adverse Effect, or (iii) will violate any provision of the Borrower's articles of incorporation, by-laws or other formation or organizational documents.

6.5. No Pending Legal Actions. There are no actions, suits or proceedings, pending or, to its knowledge, threatened, against or affecting the Borrower before any court or governmental or administrative body or agency which might result in any Material Adverse Effect on the Borrower's business, operations, properties or assets or in the Borrower's condition, financial or otherwise or on the rights and Security Interest granted to the Bank hereunder and any Film Production Security Agreement or Sub-Borrower Film Production Security Agreement. To the best of the Borrower's knowledge, it is not in default under any applicable statute, rule, order or regulation of any Governmental Authority, bureau or agency having jurisdiction over it.

6.6. Binding Obligation. This Agreement and each document, instrument or agreement executed by the Borrower and delivered to the Bank hereunder, when executed and delivered pursuant hereto, will constitute legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms and conditions, subject only to bankruptcy, insolvency, winding-up, dissolution, administration reorganization, arrangement or other statutes or judicial decisions affecting the enforcement of creditors' rights in general and to general principles of equity under which specific performance and injunctive relief may be refused by a court in its discretion.

6.7. Valid Security Interest. This Agreement and the other Facility Documents to be executed and delivered to the Bank hereunder will effect (after the proper recordation of those documents required to be recorded) a valid first priority Security Interest in favour of the Bank in the Collateral.

6.8. No Other Consent. In connection with the execution, delivery, performance, validity and enforceability of this Agreement and any other Facility Document to be executed and delivered hereunder, no consent of any Person, and no consent, license, approval, authorization, registration or declaration with any Governmental Authority, bureau or agency is required.

6.9. Ownership. The Borrower owns all rights, property and interests assigned or conveyed by it to the Bank hereunder.

6.10. No Third Party Rights. None of the Borrower, all Subsidiary Guarantor(s) or any other Person has conveyed or will convey to any other Person a security interest in or to the Eligible Tax Credits or the proceeds thereof or has or will transfer, assign, or encumber any rights heretofore. No rights, property or interests exist or will be granted to any third party which are in any way inconsistent with or materially and adversely affect Bank's rights and its Security Interest under this Agreement, any Film Production Security Agreement, any Assignment and Security Agreement and any Sub-Borrower Film Production Security.

6.11. No Insolvency Proceeding. No insolvency proceedings of any nature are now pending or threatened by or against the Borrower. None of the existing or future obligations of the Borrower are or will be secured by a security interest in any Collateral of Borrower inconsistent with the Security Interest of Borrower granted to the Bank hereunder.

6.12. Facility Proceeds. None of the Facility proceeds shall be used, directly or indirectly, for any purpose other than the production and distribution of each Canadian Production produced by each of the Subsidiary Guarantors.

6.13. Taxes. The Borrower has filed or caused to be filed all material federal and provincial tax returns which are required to be filed with any Governmental Authority after giving effect to applicable extensions, and has paid or has caused to be paid all material Taxes as shown on said returns or on any assessment received by it in writing, before such Taxes have become delinquent. The Borrower does not know of any material additional assessments or any basis therefor. The Borrowers believe that the charges, accruals and reserves on their books in respect of Taxes or other governmental charges are accurate and adequate, in accordance with GAAP.

6.14. Agreements. The Borrower is not in default in the performance, observance or fulfillment of any of the material obligations, covenants or conditions contained in any material agreement or instrument to which it is a party, except, in each instance where such default has not resulted in a Material Adverse Effect.

6.15. Security Interest. This Agreement, all Film Production Security Agreements, all Assignment and Security Agreements, all Sub-Borrower Film Production Security Agreements and all other Facility Documents, when executed and delivered and, upon the making of the initial Loan hereunder, will create and grant to the Bank upon (a) the filing of the appropriate PPSA financing statements, and (b) the delivery of any certificated Pledged Securities of the Borrower with appropriate stock powers (or any comparable document for non-corporate entities to the extent certificated) duly executed in blank to the Bank, a valid and first priority perfected Security Interest in the Collateral and in the Pledged Securities.

6.16. Solvency. The Borrower has not entered and is not entering into the arrangements contemplated by the Facility Documents, and does not intend to make any transfer or incur any obligations hereunder or thereunder, with actual intent to hinder, delay or defraud either present or future creditors. True and Complete Disclosure. Neither this Agreement nor any other Facility Document nor any material agreement, document, instrument, certificate or statement furnished to the Bank by or on behalf of any Credit Party in connection with the transactions contemplated hereby, at the time it was furnished contained any untrue statement of a material fact or omitted to state a material fact, under the circumstances under which it was made, necessary in order to make the statements contained herein or therein not misleading (considered in the context of all other information provided to the Bank). Timely Performance. The Borrower will duly and timely perform all of its obligations and agreements hereunder.

## **7. AFFIRMATIVE COVENANTS.**

Until the Obligations are repaid in full and the Bank has no further obligation to make Loans to the Borrower under this Agreement, the Borrower hereby covenants and agrees as follows:

7.1. Books and Records.

7.1.1. Each Credit Party shall maintain true, full and complete books and records of its operations and financial transactions in accordance with generally accepted accounting principles in the Canadian film and television industry, and shall permit the Bank (or its designee) to examine such books and records upon reasonable notice and at such times during reasonable business hours as the Bank (or its designee) may request and take excerpts therefrom and make copies thereof. All such books and records (or duplicates thereof) shall be maintained at the principal place of business of the Credit Parties and/or with a third party cloud services provider pre-approved by the Bank and the Bank shall be a registered user with its own access code to allow full access to the files housing all such books and records. All books and records shall not be maintained in any other place without the Bank's prior written consent.

7.1.2. At the expense of the Credit Parties, cause field audits (including audits of the Borrowing Base Amount procedures and controls relating to the Borrowing Base Amount) to be completed at the Bank's request (no more often than once per calendar year, with a minimum of nine (9) months between such audits) and cause the results thereof to be satisfactory to the Bank (unless an Event of Default shall have occurred and be continuing, in which case (i) no such notice shall be required and (ii) there shall be no limitation on the number of audits that may be conducted).

7.1.3. Statements, Etc. The Borrower shall furnish, or cause to be furnished, to the Bank all information in connection with its business as the Bank may request, including, without limitation, the following in a form and substance acceptable to the Bank, in its sole discretion copies of: (i) annual consolidated financial statement of the Credit Parties, reviewed by a CPA or chartered accountant acceptable to the Bank, within 120 days from each fiscal year-end with written confirmation from the Borrower that no Event of Default has occurred and is continuing under this Agreement as of the date of delivery of the financial statements; (ii) on a quarterly basis (i.e. March, June, September and December) company prepared consolidated financial statements of the Credit Parties within 60 days after each quarters end with written confirmation from the Borrower that no Event of Default has occurred and is continuing under this Agreement as of the date of delivery of the financial statements; (iii) annual tax returns (Form T1) for each Subsidiary Guarantor within fifteen (15) Business Days of each Subsidiary Guarantor filing each year's annual tax return; and (iv) costs reports for the Canadian Production of each Subsidiary within five (5) Business Days of the Bank's written request to the Borrower.

7.2. Borrowing Base Certificate. The Borrower shall deliver to the Bank an executed Borrowing Base Certificate duly signed by the Borrower within 20 days of the end of each month-end and each time additional Eligible Tax Credits are added to the Borrowing Base Amount if such addition is made at the same time as a disbursement of a Loan is requested hereunder.

7.3. Deposit Account Control Agreement: Each Subsidiary Guarantor shall provide to the Bank no later than the filing of its first annual tax returns (Form T1) in which it claims a refund of the Tax Credits for its Canadian Production a deposit account control agreement (“DACA”) in form and substance acceptable to the Bank whereby:

7.3.1. for Loans that are made with FX Contracts directly with the Bank, the DACA will be with the financial institution which maintains the Subsidiary Guarantor’s Collection Accounts for its Canadian Production, the Subsidiary Guarantor and the Bank granting the Bank control over the Subsidiary Guarantor’s Collection Account and shall include instructions for the financial institution which maintains the Subsidiary Guarantor Collection Account to advance all Eligible Tax Credit proceeds received in the Subsidiary Guarantor’s Collection Account to the Bank’s Collection Account in Canadian Dollars. Upon receipt of the Eligible Tax Credit proceeds, the Bank will settle the applicable FX Contract, convert the funds into US Dollars and apply to the applicable Loan, as set out in paragraph 3.2.2 hereof; and

7.3.2. for Loans that are made with FX Contracts with a Third Party FX Provider, the DACA will be with the financial institution which maintains the Subsidiary Guarantor’s Collection Account for its Canadian Production, the Subsidiary Guarantor and the Bank granting the Bank control over the Subsidiary Guarantor’s Collection Account and shall include instructions for the financial institution which maintains the Subsidiary Guarantor’s Collection Account to advance all Eligible Tax Credit proceeds received in the Subsidiary Guarantor’s Collection Account to the bank account of the Third Party FX Provider in Canadian Dollars with a Third Party FX Provider Irrevocable Direction to Pay in the form attached as Exhibit 7.3.2 whereby the Third Party FX Provider is directed to convert the funds into US Dollars and advance all funds to the Bank’s Collection Account. Upon receipt of the Eligible Tax Credit proceeds, the Bank will apply the funds to the applicable Loan, as set out in paragraph 3.2.2 hereof.

7.4. CAVCO Certificates and Equivalent Provincial Certification. Within five (5) Business Days of receipt of a CAVCO Part A certificate (for Production Type A and Production Type C) and a CAVCO accreditation certificate (for Production Type B) and upon receipt of the equivalent provincial certificate for any given Canadian Production, the Borrower or the applicable Subsidiary Guarantor shall provide such certificate to the Bank.

7.5. Correspondence with CRA. Each Subsidiary Guarantor shall provide to the Bank within five (5) Business Days of receipt (i) any correspondence to the Subsidiary Guarantor from CRA advising of the amount of Tax Credit proceeds to be paid for its Canadian Production, including any correspondence reducing or declining the amount of the Tax Credits claims by the Subsidiary Guarantor in its tax returns; and (ii) the notice of assessment issued by CRA for each year that Tax Credit proceeds are to be paid by CRA to the Subsidiary Guarantor.

7.6. Denial of Canadian Content Tax Credits. For Production Type A and Production Type C, if CRA, CAVCO and/or the equivalent provincial authority in the jurisdiction where the Canadian Production is being produced (e.g. Ontario Creates in Ontario, Manitoba Film and Music in

Manitoba and Alberta Jobs, Economy and Northern Development in Alberta) provides notice that the Canadian Content Tax Credits to be claimed by a Subsidiary Guarantor for its Canadian Production is denied, the Borrower shall provide written notice to the Bank within five (5) Business Days of receiving such notice. Furthermore, if the Subsidiary Guarantor has exhausted all forms of appeal of such determination (the “Final Determination”), the Subsidiary Guarantor shall within five (5) Business Days of receipt by the Final Determination: (i) file all necessary document with the federal and provincial authorities to claim the Canadian Services Tax Credit and the equivalent provincial tax credits as required (the “Subsequent Filings”) and provide copies of all documentation to the Bank with five (5) Business Days of filing; or (ii) repay to the Bank the full amount of the Verified Tax Credits loaned to date hereunder for the Subsidiary Guarantor and its Canadian Production within 5 Business Days of receipt of the Final Determination.

7.7. Reconciliation of Statements. Upon the Bank's reasonable request, the Borrower shall promptly furnish to the Bank a reconciliation of information concerning any discrepancy with respect to any item in any summary or statements provided for any Credit Party, and the Borrower further agrees that, if the Bank, identifies an actual material discrepancy which it believes is an Event of Default, the Bank shall have the right to appoint an accountant to prepare such information as the Bank may require, the reasonable fees and expenses of such accountant to be borne and paid by the Borrower.

7.8. Notice of Legal Proceedings. The Borrower shall promptly give the Bank written notice of all litigation, proceedings, controversies (which in any way may materially adversely affect the Bank's rights and Security Interest hereunder or under any of the documents referred to herein) or interruptions (i.e., events of force majeure) in the production or distribution of, or claims materially adversely affecting, the Canadian Productions, the Eligible Tax Credits or any Credit Party's rights with respect thereto, and, where applicable, each applicable Credit Party shall appear in and defend any and all such actions and proceedings and shall obtain and furnish to the Bank from time to time, upon demand, all instruments, agreements, financial statements, documents, releases and subordinations of claims or liens as the Bank may require, consistent with this Agreement, to maintain the priority of the Bank's Security Interest under this Agreement, all Film Production Security Agreements, all Assignment and Security Agreements, all Sub-Borrower Film Production Security Agreements and any other Facility Documents.

7.9. Corporate Existence and Compliance with Laws. Each Credit Party shall, at all times hereunder do or cause to be done all things necessary: (i) maintain its corporate existence; (ii) keep in full force and effect its legal existence and its material rights, licenses, permits and franchises, including by, without limitation, supplying, or cause to be supplied, all necessary services in connection with the production and distribution of the Canadian Productions and all related and necessary services required to be performed by such Credit Party under all financing agreements related to the Canadian Productions, and any related agreements; and (iii) to comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, any Governmental Authority.

7.10. Taxes Etc. Each Credit Party shall punctually pay all taxes, assessments, deductions at source, income tax or annuities or other amounts owing or required to be paid, where failure to pay could give rise to a claim pursuant to any applicable law, legislation or otherwise which ranks

or is capable of ranking prior to the Bank's Security Interest or otherwise prior to any claim by Bank for repayment hereunder or under such grant of security for which the payment thereof is guaranteed by prior claim.

7.11. Liens. Defend the first priority status of the Bank's liens in the Collateral against any and all liens howsoever arising and, in any event, defend against any attempted foreclosure on the Collateral (other than a foreclosure by the Bank in accordance with the terms of any Facility Document).

7.12. Costs and Expenses. Whether or not the Bank actually distributed any Loans under the Facility contemplated hereunder, the Borrower shall pay all of the Bank's actual third party out-of-pocket costs and expenses (including, without limitation, the Bank's reasonable outside legal fees) incurred in connection with this Agreement, including, without limitation, all costs and expenses incurred in connection with the negotiation and preparation of this Agreement and the other agreements and documents referred to herein or the Bank's enforcement of its rights hereunder or under or in connection with the realization upon any Collateral. Such costs and expenses (including, without limitation, court costs and reasonable outside attorneys' fees) shall constitute Loans hereunder (which may exceed the Commitment Amount) and shall be secured and recoupable and shall bear interest in the same manner as provided for in paragraph 2 hereof; provided, however, that the Borrower shall pay any reasonable outside legal fees, court costs and out-of-pocket expenses incurred by the Bank in connection with this Agreement or the Collateral immediately upon demand by the Bank. At the Bank's election, the Bank shall have the right (and is hereby authorized by Borrower) to make additional Loans under the Facility for the repayment to the Bank of all such amounts.

7.13. Indemnity. The Borrower shall, at all times, defend, indemnify and hold the Bank and its shareholders, officers, directors, employees, representatives and agents (each a "Bank Indemnified Party") harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, expenses (including, without limitation, reasonable outside attorneys' fees), costs, settlements, judgments or recoveries arising out of or resulting from (i) any breach of any Credit Party's representations, warranties, agreements or covenants made herein, (ii) any suit or proceeding of any kind or nature whatsoever against the Bank arising from or connected with the transactions contemplated by this Agreement or any of the documents, instruments or agreements to be executed pursuant hereto or any of the rights and properties assigned to the Bank hereunder (except those arising due to the gross negligence or willful misconduct of any Bank Indemnified Party), or (iii) any suit or proceeding that the Bank may in good faith deem necessary or advisable to institute, in the name of the Bank, any Credit Party or any of them, against any other Person for any reason whatsoever to protect the Bank's rights hereunder (except those arising due to the gross negligence or willful misconduct of any Bank Indemnified Party), all of which shall be charged to and paid by the Borrower and shall be secured by the Bank's Security Interest in the Collateral.

7.14. Further Assurances. If the Bank requests, each Credit Party shall execute and deliver, or cause to be executed and delivered, to the Bank in addition to the Facility Documents any further instruments, documents and agreements consistent herewith as the Bank may reasonably require, and shall do, or cause to be done, such further acts as the Bank may reasonably require to carry out or effectuate the purposes of this Agreement and enable the Bank to exercise its rights and



remedies hereunder. If any Credit Party fails to execute or deliver to the Bank any such further instruments, documents or agreements within five (5) Business Days after the Bank's request therefor, then the Bank is hereby appointed as such Credit Party's irrevocable attorney-in-fact, with full power of substitution and with the right, but not the obligation, to do any and all acts and things necessary to execute, acknowledge and deliver any and all such further instruments, documents or agreements, in such Credit Party's name and on such Credit Party's behalf, which appointment shall be deemed to be a power coupled with an interest and shall be irrevocable.

7.15. Notice of Events of Default. The Borrower shall give the Bank prompt written notice of all Events of Default of which it is aware or becomes aware under any of the terms or provisions of this Agreement and of any changes in management, litigation, or of any other matter of which it is aware or becomes aware which has resulted in or may result in a Material Adverse Effect.

7.16. Notice of Material Events.

7.16.1. Promptly upon any Authorized Officer of any Credit Party obtaining knowledge of (i) the occurrence of any Default or Event of Default, (ii) any action or event which could reasonably be expected to materially and adversely affect the performance of the Credit Parties' obligations under this Agreement or any other Facility Documents, the repayment of the Loans, or the security interests granted to the Bank under this Agreement or any other Facility Documents, (iii) any other action or event which could reasonably be expected to result in a Material Adverse Effect, (iv) the opening of any office of any Credit Party or the change of the executive office or the principal place of business of any Credit Party or of the location of any Credit Party's books and records with respect to the Collateral, (v) any change in the name or jurisdiction of organization of any Credit Party, (vi) any other event which could reasonably be expected to materially and adversely impact upon the amount or collection of the Eligible Tax Credits, (vii) any proposed material amendment to any material agreements that are part of the Collateral, or (viii) any Person giving any notice to any Credit Party of, or taking any other action to enforce remedies with respect to, a claimed default or event or condition of the type referred to in paragraph 9.1.7 hereof, the Borrower shall promptly give written notice thereof to the Bank specifying the nature and period of existence of any such condition or event, or specifying the notice given or action taken by such Person and the nature of such claimed Default, Event of Default or condition and what action the Borrower and/or any Credit Party has taken, is taking and proposes to take with respect thereto.

7.16.2. Promptly upon any Authorized Officer of any Credit Party obtaining knowledge of (i) the institution of, or threat of, any action, suit, proceeding, investigation or arbitration by any Governmental Authority or other Person against or affecting any material portion any Credit Party's assets, (ii) the institution of, or threat of, any action, suit, proceeding, investigation or arbitration by any Governmental Authority or other Person against or affecting any Credit Party or any of their respective properties or rights which, if adversely determined, could be reasonably expected to result in a Material Adverse Effect, or (iii) any material development in any such action, suit, proceeding, investigation or arbitration (whether or not previously disclosed to the Bank) which, if decided adversely, could reasonably be expected to result in a Material Adverse Effect, the Borrower shall promptly

give written notice thereof to the Bank and provide such other information as may be available to it to enable the Bank to evaluate such matters; and, in addition to the requirements set forth in clauses (i), (ii) and (iii) of this paragraph 7.16.2 hereof, the Borrower shall upon request promptly give notice of the status of any action, suit, proceeding, investigation or arbitration covered by a report delivered to the Bank pursuant to clause (i), (ii) or (iii) above to the Bank and provide such other information as may be reasonably requested and available to it to the Bank to enable the Bank to evaluate such matters.

## **8. NEGATIVE COVENANTS.**

Until the Obligations are repaid in full and the Bank has no further obligation to make Loans to the Borrower under this Agreement, none of the Credit Parties will, without first having procured the Bank's written consent:

8.1. Termination of Agreements. Terminate, amend, alter or modify, or consent to or permit the termination, amendment, alteration or modification of this Agreement, all Film Production Security Agreements, all Assignment and Security Agreements, all Sub-Borrower Film Production Security Agreements and any of the other agreements or documents listed in paragraphs 5.2 and 5.3 hereof or any other documents or agreement that could affect the Bank's Security Interest in the Collateral that would materially and adversely affect or lessen adversely affect the qualification of any Tax Credits forming the Eligible Tax Credits or any of the rights granted to the Bank under this Agreement, or under any other Facility Document executed by any Credit Party in connection herewith.

8.2. Change of Control. (i) Cause or permit any Person or group of Persons other than the Current Shareholder of the Borrower (or any Person or group of Persons controlled by such Current Shareholder) to own a controlling interest in the Borrower; (ii) cause or permit any Person or group of Persons other than the Borrower to own a controlling interest in any Subsidiary Guarantor, or (iii) cause or permit a change in the control or ownership of the Current Shareholder.

8.3. Merger. Enter into any merger, amalgamation, arrangement, consolidation, business combination, capital reorganization, liquidation, a sale of substantially all of its assets, winding-up, dissolution or similar transaction.

8.4. Change of Business. Materially change the nature of its operations or business or engage in any business activities of any respect other than (a) for each of the Subsidiary Guarantors develop, produce and exploit its Canadian Production and undertake any other activities customarily incidental thereto by single purpose Canadian production companies claiming Tax Credits, and/or (b) for each Credit Party performing its obligations under this Agreement and the Facility Documents, as applicable, and under all other agreements related to any of the foregoing activities and performing all activities related thereto and/or not prohibited hereunder.

8.5. Change of Location. Change the location of its chief executive office or principal place of business, or any of the locations where it keeps any material portion of the Collateral or its books and records with respect to the Collateral or change its name or jurisdiction of formation or

organization without, in each case, (i) giving the Bank ten (10) Business Days' prior written notice of such change, and (ii) filing (or authorizing the Bank to file) any additional PPSA financing statements or financing change statements and such other documents reasonably requested by the Bank to maintain perfection of the Bank's Security Interest in the Collateral.

8.6. Bank Accounts. After the Closing Date, for each Subsidiary Guarantor open or maintain any bank accounts other than the bank accounts (in USD and CDN) established for the production of the Canadian Production and its Subsidiary Guarantor's Collection Account.

8.7. Dividends, Redemption.

8.7.1. Declare or pay dividends or distribution on its shares, if such an action would result in an Event of Default, unless prior written approval is obtained from the Bank.

8.7.2. Purchase or redeem its shares or otherwise reduce its capital or make other payment to or for the benefit of the shareholders of the Borrower or the Subsidiary Guarantors, unless prior written approval is obtained from the Bank, other than if Serendipity Media Ltd. advances unsecured funds to a Subsidiary Guarantor and such amount is then applied to redeem preferred shares of such Subsidiary Guarantor.

8.8. Loans Guarantees etc. Unless prior written approval is obtained from the Bank, grant loans to its officers, directors or shareholders or grant a loan or an investment or provide financial assistance to a third party by way of a guarantee or otherwise, other than: (a) unsecured performance guaranties in the ordinary course of business under guild agreements, or to suppliers, talent, licensees, laboratories or production houses which are providing services in connection a Subsidiary Guarantor and its Canadian Production; (b) unsecured intercompany loans between the Borrower and any Subsidiary Guarantor including any loans by the Borrower to a Subsidiary Guarantor (excluding a Sub-Borrower) of Loan proceeds; (c) the guaranty provided by Subsidiary Guarantors pursuant to paragraph 5.2.11 (Guaranty) hereof; and (d) Sub-Borrower Loan Agreements entered into by the Borrower and all Sub-Borrowers as a Type C Production provided that the Bank is provided with all documentation required to be provided pursuant to paragraphs 5.2 and 5.3 hereof.

8.9. Encumbrances. Create, assume or suffer to exist any security interest, mortgage, pledge, encumbrance, assignment, lien or charge of any kind upon the Collateral or any part thereof or provide cash collateral to a third party.

8.10. Receivables.

8.10.1. Sell, discount or otherwise dispose of notes, accounts receivable or other obligations owing to any Credit Party except for the purpose of collection of accounts receivable in the ordinary course of business.

8.10.2. Direct, assign or transfer any Eligible Tax Credit proceeds which form part of the Borrowing Base Amount to any accounts other than the Subsidiary Guarantor's

Collection Account of each Subsidiary Guarantor as required to be opened pursuant to paragraph 5.2.5 hereof.

8.11. Use of Proceeds. Use the proceeds of any Loans other than for funding the production of the Canadian Productions produced by the Subsidiary Guarantors.

8.12. Repayment of Shareholder or Investor Loans. While the Obligations remain outstanding repay any shareholder or investor loans to any Credit Party except as permitted under paragraph 8.8 hereof.

8.13. Amendment, Modification or Termination of Material Agreements. Effect or permit to occur (a) any amendment, alteration, modification, termination or waiver of the certificate of incorporation, by-laws or other analogous organizational or governance document of any Credit Party in any manner that is materially adverse to the Bank or its rights under the Facility Documents, without the prior written consent of the Bank; or (b) any amendment, alteration, modification, termination or waiver of any Facility Documents if such amendment, alteration, modification, termination or waiver would result in the Facility Loans Outstanding exceeding the lesser of the Borrowing Base Amount or the Commitment Amount, (c) the assignment by the counterparty to any Canadian Broadcast/Distribution Agreement or the Production Services Agreement of any of such counterparty's rights, obligations or interests thereunder if such assignment could reasonably be expected to result in a Material Adverse Effect on the Eligible Tax Credits for the Canadian Production which is subject to the Canadian Broadcast/Distribution Agreement or the Production Services Agreement being assigned or in the Facility Loans Outstanding exceeding the lesser of the Borrowing Base Amount or the Commitment Amount; (d) any modification of any other material agreement, if such modification could reasonably be expected to result in a Material Adverse Effect or in the Facility Loans Outstanding exceeding the lesser of Borrowing Base Amount or the Commitment Amount, or (e) any amendment, alteration, modification, termination or waiver of any of the foregoing agreements during the continuance of an Event of Default, without the prior written consent of the Bank. The Borrower shall provide Bank with fully executed copies of any document which amends or modifies any provision of any Canadian Broadcast/Distribution Agreement or any Production Services Agreement which has been included in the Borrowing Base Amount. **EVENTS OF DEFAULT.**

9.1. Specified Events of Default. Each of the following hereby constitutes and is referred to herein as an "Event of Default":

9.1.1. a Credit Party's failure to make (or cause to be made) any payments due to the Bank hereunder when the same are due, and such failure continues unremedied for more than 15 Business Days;

9.1.2. a Credit Party's default in the due and timely observance or performance of the material terms, provisions, covenants, conditions, agreements or obligations contained in this Agreement or in any other Facility Document which would materially and adversely affect the validity, perfection or priority of the Bank's Security Interest in the Collateral, or the value of the Collateral, and such failure, if capable of being cured, continues unremedied for more than 15 Business Days;

9.1.3. a Credit Party's failure to perform or observe, in a due and timely manner, any of the other material terms, provisions, covenants, conditions, agreements or obligations contained herein or in any other agreement, contract, indenture, document or instrument executed, or to be executed, by the Borrower or any Subsidiary Guarantor in connection with this Agreement or pursuant hereto (i.e., other than those subject to paragraph 9.1.2 hereof), and such failure, if capable of being cured, continues unremedied for more than 15 Business Days;

9.1.4. the material falsity of any financial statement given to the Bank by any Credit Party, or of any representation or warranty which is not already subject to a materiality qualification made by any Credit Party in writing in connection with this Agreement or in connection with the instruments, documents and assignments to be executed by any Credit Party pursuant hereto; provided that, if the adverse consequences of such false financial statement, representation or warranty are (in the opinion of the Bank acting reasonably) capable of being remedied with no material prejudice to the interests of the Bank, it shall not be an Event of Default under this paragraph 9.1.4 hereof if such consequences are so remedied within 30 days of the first to occur of (i) any Credit Party obtaining knowledge thereof or (ii) any Credit Party receiving notice thereof from the Bank;

9.1.5. the suspension by any Credit Party of its respective business operations which suspension would in any way materially and adversely affect the Bank's rights and Security Interest hereunder or under any documents referred to herein, and such suspension, if capable of being cured, continues unremedied for more than 15 Business Days;

9.1.6. the issuance or levy of any warrant of attachment, execution or other writ on all or any material part of the proceeds payable pursuant to any agreement referred to herein or secured by the Bank's Security Interest, if any such attachment, execution or other writ remains undischarged and unstayed for a period in excess of 45 days or the applicable Credit Party fails to post (or cause to be posted) an indemnity bond for the maximum liability pursuant to any such attachment, execution or other writ;

9.1.7. if any Credit Party: (i) becomes insolvent or is unable to pay its debts as they mature (including, without limitation, the Borrower's failure to pay the Obligations), (ii) makes an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its properties or assets, (iii) files a voluntary petition in bankruptcy or seeking reorganization or to effect a plan or other arrangement with creditors, (iv) files an answer admitting the jurisdiction of any court and the material allegations of an involuntary petition filed pursuant to any provincial law of Alberta, or federal law of Canada relating to bankruptcy or reorganization, (v) joins in any such petition for an adjudication or for a reorganization or other arrangement, (vi) becomes or is adjudicated a bankrupt, (vii) applies for or consents to the appointment of a receiver or trustee for itself or for any of its properties, assets or business, (viii) allows an order to be entered against it pursuant to any provincial law of Alberta, or federal law of Canada relating to bankruptcy or reorganization, (ix) allows a receiver or a trustee to be appointed otherwise than on its own application or consent for all or a substantial part of its properties, assets or business,

and any such receiver or trustee is not discharged within 45 days after the date of such appointment;

9.1.8. if there exists or occurs any event or condition which, in the Bank's good faith business judgment (exercised in the Bank's sole discretion), which would have a material adverse effect on any Credit Party's ability or obligation to perform its obligations under this Agreement and under the other Facility Documents;

9.1.9. if a final judgment or judgments for the payment of money in excess of \$25,000 is entered or affirmed by a court against any Credit Party from which no further appeal may be taken or from which all rights of appeal have expired or been exhausted, and such Credit Party does not discharge the same or provide for its or their discharge in accordance with its or their terms or procure a stay of execution thereof within 45 days from the date of entry thereof;

9.1.10. if any Security Interest purported to be created under this Agreement, any Film Production Security Agreement, any Assignment and Security Agreement, any Sub-Borrower Film Production Security Agreement or any other Facility Document shall cease to be, or shall be asserted by any Credit Party not to be, a valid and perfected Security Interest on any Collateral, with the priority required by this Agreement, any Film Production Security Agreement, any Assignment and Security Agreement, any Sub-Borrower Film Production Security Agreement or any other Facility Document, except as a result the Bank's failure to file PPSA financing change statements to renew any applicable registration period;

9.1.11. if any Subsidiary Guarantor is in default of the terms and conditions of its Canadian Broadcast/Distribution Agreement or Production Services Agreement and such default affects the ability of the Canadian Production and the Subsidiary Guarantor to claim and receive its Tax Credits that have been included in the Eligible Tax Credits relied upon to advance any Loan hereunder;

9.1.12. CRA, CAVCO and/or the equivalent provincial authority in the jurisdiction where any Canadian Production is being produced (e.g. Ontario Creates in Ontario, Manitoba Film and Music in Manitoba and Alberta Jobs, Economy and Northern Development in Alberta) provides the Final Determination that the Tax Credits to be claimed by a Subsidiary Guarantor for its Canadian Production is denied as set out in paragraph 7.6 and the Borrower has not completed its Subsequent Filing (solely as it applies to Production Types A and Production Types C) or repaid to the Bank the full amount of Verified Tax Credits loaned hereunder for the Subsidiary Guarantor and its Canadian Production within 5 Business Days of receipt of the Final Determination;

9.1.13. if any of the current shareholders of the Borrower transfers a controlling interest in the Borrower (which, for purposes of this Agreement, means ownership of a number of shares of the Borrower's outstanding stock or membership interests in the Borrower which, on a percentage basis, is greater than the percentage ownership interest held by any other

single owner of stock or membership interests in the Borrower) to any Person who is not currently affiliated with any of the current shareholders of the Borrower;

9.1.14. if any Facility Document ceases to be in full force and effect; and

9.1.15. there is a Prior Preferred Claim over any or all of any of the Credit Parties' assets which has not been paid or otherwise discharged in the ordinary course of business.

9.2. Remedies. Upon the occurrence of any of the Events of Default set forth in paragraph 9.1 hereof, and upon the Bank providing writing notice to the Borrower and/or a Subsidiary Guarantor of such Event of Default, all Obligations shall immediately become due and payable. At the Bank's option, upon the occurrence of any other Event of Default, and at any time thereafter if such Event of Default is continuing, the Bank shall have the following additional remedies:

9.2.1. unless such Event of Default is cured within the time period (if any) provided for hereunder, the Bank may terminate the Bank's obligation to make any further Loans hereunder and the Bank may, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower and all Subsidiary Guarantors: (i) call the Obligations due and payable, if not otherwise then due and payable (anything herein or other Facility Document to the contrary notwithstanding) and the Maturity Date shall be accelerated accordingly; and (ii) increase the interest rate to the Overdue Rate on all outstanding Loans;;

9.2.2. the Bank may pursue the remedies afforded to it hereunder or under any of the Facility Document, or any other remedy afforded a secured party by law or equity, including, without limitation, under the PPSA or any similar legislation or enactment under the laws of another jurisdiction and the Bank may, at its option, do and perform all other acts and things necessary for the proper preservation and protection of the Bank's rights hereunder and pursuant to any agreement secured by the Bank's Security Interest hereunder, all at the Borrower's cost and expense, which costs shall be recoupable by the Bank and secured as provided in paragraph 7.12 hereof;

9.2.3. the Bank may, at its option, engage others to exercise or discharge any of its rights or obligations hereunder. The amounts payable to such others by the Bank shall be recoupable by the Bank and secured as provided in paragraph 7.12 hereof; and

9.2.4. in the event that an Event of Default has occurred and the Bank shall have demanded repayment of the Obligations, and the Obligations shall not have been repaid, then Bank shall be entitled to exercise in respect of the Collateral all of the rights and remedies available to a secured party upon default under the PPSA or any similar legislation or enactment under the laws of another jurisdiction, at the time which shall be applicable for the purpose of establishing the relative rights of Bank and of the Credit Parties, and under procedures to be followed in the event this paragraph shall become operative, including the right to sell the Collateral or any portion thereof, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as may be provided by law or in equity. The Bank shall in addition have the following rights

and remedies which may, in the Bank's discretion, be exercised either cumulatively or in the alternative:

- 9.2.4.1. the Bank may require the Borrower to assemble the Collateral and deliver it to make it available to the Bank at a place or places to be designated by Bank;
- 9.2.4.2. the Bank, may in its sole discretion, in its name or in the name of the Borrower and any Subsidiary Guarantor demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any of the Collateral, but shall be under no obligation to do so, or the Bank may extend the time of payment, arrange for payment in installments, or otherwise modify the term of, or release, any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting the liability of, the Borrower and any applicable Subsidiary Guarantor. The Bank will not be required to take any steps to preserve any rights against prior parties to the Collateral. The Bank may take all such actions as the Bank deems necessary to protect the Bank's Security Interest in the Collateral and/or the value thereof, and the Bank is hereby authorized (without limiting the general nature of the authority hereinabove conferred) to pay, purchase, contest or compromise any encumbrances, charges or liens which in the judgment of the Bank appear to be equal to, prior to or superior to the Bank's Security Interest in the Collateral;
- 9.2.4.3. the Bank may, without notice or demand or legal process, enter upon any premises, or wherever any portion of the Collateral may be, and take possession of the Collateral together with all additions and accessories thereto, demand and receive such possession from any person who has possession thereof, remove, keep and store the Collateral or any portion thereof, or put a custodian in charge thereof, and take such other measures as it may deem necessary or proper for the care or protection thereof;
- 9.2.4.4. the Bank may, with or without taking possession thereof, sell or cause to be sold, at such price or prices as Bank shall so determine in a commercially reasonable manner, and for cash or on credit or for future delivery, without assumption of any credit risk, all or any portion of the Collateral, at any public or private sale, without demand of performance or notice of intention to, sell or of time or place of sale; provided, however, that unless the Collateral in the Bank's possession is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank shall give the applicable Credit Party reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition



thereof is to be made. Any public or private sale of the Collateral or any part thereof shall be held at such time or times within ordinary business hours and at such place or places as the Bank may fix in the notice of such sale. At such sale, the Collateral or any portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Bank may (in its sole discretion) determine and, if permitted by law, the Bank may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for and purchase the Collateral or any portion thereof for the account of the Bank. The Bank shall not be obligated to make any sale of the whole or any part of the Collateral if it shall determine not to so, regardless of the fact that notice of sale of the Collateral may have been given. The Bank may by announcement at the time and place fixed for sale, without prior notice or publication, adjourn the public or private sale of the Collateral or cause the same to be adjourned from time to time, and such sale may, without further notice, be made at the time and place to which the same was so adjourned;

- 9.2.4.5. the Bank shall be entitled to the appointment of a receiver to take possession of all or any portion of the Collateral and to exercise such powers as the court shall confer upon the receiver; provided, however, that notwithstanding any such application or appointment, the Bank shall be entitled to apply, without notice to the Borrower or any applicable Subsidiary Guarantor, any cash or cash items constituting Collateral in the possession of the Bank to payment of such Credit Party's obligations under this Agreement;
- 9.2.4.6. upon the sale of any item of Collateral by the Bank hereunder (whether pursuant to judicial process or otherwise), the receipt of the Bank or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of such item or items of Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Bank or such officer or be answerable in any way for the misapplication or non-application thereof; and
- 9.2.4.7. the Bank is hereby authorized at any time and from time to time, without notice to the Borrower or any Subsidiary Guarantor (any such notice being expressly waived by the Borrower and each applicable Subsidiary Guarantor), to set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, including any certificate of deposit, and other indebtedness at any time owing by the Bank to or from the credit or the account of the Borrower or any applicable Subsidiary Guarantor against any and all of the Obligations and other obligations of the Borrower or any applicable Subsidiary Guarantor now or hereafter existing under this Agreement, irrespective

of whether or not the Bank shall have made any demand under this Agreement. The rights of the Bank under this paragraph are in addition to other rights and remedies (including other rights of set off) which the Bank may have.

9.3. Cure Period. In addition to the cure periods described above in paragraph 9.1 and 9.2 hereof, upon the occurrence of any other event which may be or become an Event of Default, and at any time thereafter, the Bank may at its sole and exclusive option permit the Borrower or any applicable Subsidiary Guarantor to cure such Event of Default, but the Bank shall have no obligation to do so. If the Event of Default is cured within the time period provided herein, or within the time period otherwise permitted by the Bank, then the Interest Rate shall not increase to the Overdue Rate as set out in paragraph 9.2.1.

9.4. Attorney-in-Fact. Should an Event of Default occur hereunder which continues beyond any allowed Cure Period, the Borrower hereby irrevocably designates, constitutes and appoints the Bank as each Credit Party's true and lawful attorney-in-fact with full power of substitution and with full and irrevocable power (which power shall be deemed coupled with an interest), in the place and stead of such Credit Party, and in either such Credit Party's or the Bank's name, at any time: (i) to take over in the name of such Credit Party the filing of all tax credit applications, tax returns and all other documents necessary to apply for, claim and receive any Verified Tax Credits; (ii) to negotiate any lease, license, sale or other agreements in regards to any Credit Party or any Canadian Production and to enter into such agreements on behalf of such Credit Party on such terms and conditions (not in conflict with the terms and conditions of such agreements consistent with this Agreement as such Credit Party has previously entered into and of which the Bank has been made aware) as the Bank deems appropriate; (iii) to file any claims or proofs of claim, to commence, maintain or discontinue any actions, suits or other proceedings deemed by the Bank advisable for the purpose of collecting or enforcing payment of any such monies; (iv) to endorse any checks, drafts or other orders or instruments for the payment of monies payable to such Credit Party which shall be issued in respect of such monies; (v) to execute any and all such instruments, agreements or documents as may be necessary or desirable in the premises; and (vi) to apply any receipts so derived as provided herein. However, the Bank shall not be obligated to make any demand or present or file any claim or take any action authorized hereby. If the Bank requests, the applicable Credit Party shall deliver to the Bank all materials, books, records, documents and things of any nature required by the Bank in the exercise of its rights hereunder. Thereafter, unless the Bank requests a Credit Party to do otherwise, such Credit Party shall continue to perform, and such other Persons shall continue to be obligated to perform, their respective obligations in accordance with all agreements entered into by them prior thereto and all other agreements thereafter entered into by the Bank pursuant hereto.

## 10. MISCELLANEOUS.

10.1. Notices. All notices, requests, demands or other communications to the parties hereto shall be in writing and shall be deemed to have been received by the party to which it is sent within one (1) Business Day after being sent by e-mail or by overnight courier except for notice of an Event of Default which shall be deemed to have been received by the party to which it is sent within one (1) Business Day after being sent by e-mail with a hard copy to be sent by overnight courier and shall be addressed to the Bank or the Borrower, as the case may be, at their respective addresses shown on the first page of this Agreement. A courtesy, but not mandatory, copy of each notice sent by the Borrower or the Guarantor to the Bank shall be sent to Dentons Canada LLP, 250 Howe Street, 20<sup>th</sup> Floor, Vancouver, British Columbia V6A 3G8 Attention: Juliet Smith. A courtesy, but not mandatory, copy of each notice sent by Bank to the Borrower shall be sent to TingleMerrett LLP, Suite 1250, 639 – 5<sup>th</sup> Avenue S.W., Calgary, Alberta T2P 0M9 Attention: Jeff Helper.

10.2. No Waiver; Amendments in Writing. Except as expressly provided herein to the contrary, no failure of, nor any delay on the part of, the Bank or the Borrower in exercising any right, power or privilege hereunder, or under any agreement, contract, indenture, document or instrument mentioned herein, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder, or under any agreement, contract, indenture, document or instrument mentioned herein, preclude any other or further exercise thereof, or the exercise of any other right, power or privilege; nor shall any waiver of any right, power, privilege or default hereunder, or under any agreement, contract, indenture, document or instrument mentioned herein, constitute a waiver of any other right, power, privilege or default or constitute a waiver of any other default of the same or of any other term or provision. All rights and remedies provided herein are cumulative and not exclusive of any rights or remedies otherwise provided by law or at equity. No amendment to, or modification or waiver of, or consent with respect to, any provision of this Agreement shall be effective unless in writing and signed and delivered by the Borrower and the Bank, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

10.3. Release of Collateral. Upon the Borrower's full performance of its obligations hereunder, the Bank shall promptly release and reassign to each Credit Party (or its designee) all of its rights under any agreement secured by the Bank's Security Interest, or any other Facility Documents, and any other agreements entered into by the Bank on behalf of such Credit Party as provided in paragraph 9.4 hereof, and all other security interests which are granted to the Bank pursuant hereto, or any other Facility Documents, and the Borrower shall pay all expenses incident to the preparation, recordation and filing of any such releases or assignments. Notwithstanding the foregoing, the representations, warranties, agreements and indemnities of the Borrower hereunder shall survive repayment of the Obligations.

10.4. Consent to Jurisdiction and Service of Process. All judicial proceedings brought against the Borrower or any Subsidiary Guarantor arising out of or relating to this Agreement or any other Facility Document or obligation may be brought in any provincial or federal court of competent jurisdiction in the Province of Alberta, and by execution and delivery of this Agreement, the Borrower accepts for itself and for each Subsidiary Guarantor in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and

irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement or the other obligations referred to above. The Borrower and the Bank hereby agree to waive their respective rights to a jury trial with respect to any claim or cause of action based upon or arising out of this Agreement or any other Facility Document, or any dealings between them relating to the subject matter of this loan transaction and the Bank/borrower relationship that is being established. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Borrower and the Bank each acknowledge that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into this Agreement, and that each will continue to rely on this waiver in their related future dealings. The Borrower and the Bank each further warrants and represents that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and this waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement, the other Facility Documents, or to any other documents or agreements relating to the Facility.

10.5. Successors and Assigns. The Bank may assign any or all of its rights and obligations hereunder without the consent of, or notice to, the Borrower or any Subsidiary Guarantor; provided, however, that, unless otherwise instructed by the Bank in writing, the Borrower shall continue to make all payments due hereunder directly to the Bank. Neither the Borrower or any Subsidiary Guarantor may assign any of its rights or obligations hereunder or under any of the Facilities Documents without the Bank's prior written consent and any purported assignment shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the Borrower and its permitted successors and assigns and the Bank and its successors and assigns.

10.6. No Third Party Beneficiaries. This Agreement is not made for the benefit of any third party or parties.

10.7. Severability. In the event any one or more of the provisions hereof is found to be invalid, illegal or unenforceable in any respect, such provision shall be curtailed and limited only to the extent necessary to bring it within legal requirements, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10.8. Governing Law. This Agreement and the rights and obligations of the parties hereunder and under the documents executed concurrently herewith shall be construed in accordance with and be governed by the laws of the Province of Alberta.

10.9. Entire Agreement. This Agreement and the documents, instruments and agreements delivered (or to be delivered) pursuant hereto shall constitute the entire agreement between the parties hereto and shall supersede all other agreements written or oral with respect thereto; provided, however, that nothing in this section shall limit or exclude any liability for fraud.

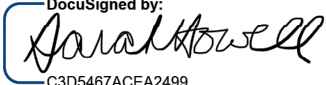
10.10. Amended and Restated Agreement. This Agreement amends and restates the provisions of the Original Agreement and shall not be considered a novation thereof. Any provision hereof that differs from or is inconsistent with a provision of the Original Agreement constitutes an amendment to the Original Agreement with each such amendment being effective as and from the date hereof. This Agreement will not discharge or constitute a novation of any debt, obligation, covenant or agreement in the Original Agreement or in any Security Interest granted under any Facility Documents, other agreements, certificates and other documents executed and delivered by or on behalf of any Credit Party in respect thereof or in connection with the Original Agreement, but shall remain in full force and effect save to the extent same are amended by the provisions of this Agreement. All representations and warranties set out in this Agreement and all Facility Documents are freshly made as of the date hereof. Each Credit Party hereby represents, warrants, acknowledges and agrees that all security executed and delivered by such Credit Party to the Bank prior to the date of this Agreement is valid and enforceable in accordance with its terms and continues in full force and effect to secure the Obligations to the Bank. Any reference to the Original Agreement in any Facility Documents shall be deemed to constitute a reference to this Agreement.

10.11. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. A signed copy transmitted electronically in portable document format (PDF) or by DocuSign, shall be binding on the party signing the facsimile or electronically transmitted copy, and such copy shall have the same effect as the original. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party which requests it.

[signature page follows]

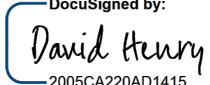
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**TRIVIUM MEDIA LTD.**

By:   
Name: Sarah E. Howell  
Title: President

I have the authority to bind the Borrower.

**BANK OF HOPE**

By:   
Name: David Henry  
Title: SVP, Head of Media & Entertainment

I have the authority to bind the Bank.

**EXHIBIT 1.4**  
**ASSIGNMENT AND SECURITY AGREEMENT**  
**ASSIGNMENT AND SECURITY AGREEMENT**

TO: Bank of Hope (the "Bank")

RE: An Amended and Restated Loan and Security Agreement dated May 9, 2023 (the "LSA"), as may be further amended, restated and replaced from time to time, issued by the Bank in favour of Trivium Media Ltd. (the "Borrower")

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**RECITALS:**

A. Pursuant to the LSA, the Bank has agreed to advance to the Borrower funding (the "Loan") to allow the Borrower to in turn provide a loan (the "Production Loan") to ● (the "Sub-Borrower") who is producing and distributing a ● currently entitled "●" (the "Canadian Content Production") provided the ETC Conditions for a Production Type "C" (as those terms are defined in the LSA) for funding of the Loan are satisfied; and

B. The Borrower has entered into a loan agreement (the "Loan Agreement") with the Sub-Borrower to provide the Production Loan in connection with the Canadian Content Production and as a condition of the Borrower meeting the ETC Conditions to borrow the Loan under the LSA to fund the Production Loan, the Borrower is required to execute this Agreement as collateral security to the Bank for its obligations under the LSA and to facilitate the repayment of the Loan.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Borrower agrees as follows:

1. **Defined Terms.** As used in this Agreement, the following words and phrases shall have the meaning set out respectively after each:
  - (a) "Assigned Agreements" means all of the loan and security documents granted by the Sub-Borrower to the Borrower under or in connection with the Production Loan including, without limitation, the documents described in Schedule "A" attached hereto.
  - (b) "Assigned Amounts" means all sums owed or payable or which become owing or payable after the date hereof by the Sub-Borrower to the Borrower in respect of the Production Loan including, without limitation, pursuant to any of the Assigned Agreements.

- (c) "Indebtedness" means all sums owed by the Borrower to the Bank under or in connection with the Loan including, without limitation, principal, interest, and other charges.

- 2. **Security Interest in Collateral.** As security for the repayment in full of the Indebtedness and performance by the Borrower of all of its obligations under the LSA, the Borrower hereby pledges, hypothecates, assigns, charges, transfers, conveys, and sets over unto the Bank as security, and hereby grants to the Bank a continuing first priority security interest (subject to any other encumbrances specifically permitted by the Bank) in all of its right, title, and interest in and to the Assigned Amounts and the Assigned Agreements (collectively, the "Collateral").

The pledge, assignment, security interest or equivalent right hereby granted shall terminate when all Indebtedness under the Loan is fully repaid to the Bank. When and if said pledge, assignment, security interest or equivalent right terminates, the Bank shall, at the request and expense of the Borrower, execute such instruments as may be reasonably necessary to evidence the release and termination of same.

- 3. **Representations and Warranties.** The Borrower represents and warrants to the Bank and acknowledges that the Bank is relying on such representations and warranties in making the Loan as follows:
  - (a) the Borrower is a corporation duly incorporated, organized and subsisting in good standing under the laws of its jurisdiction of incorporation and is duly qualified or licensed to do business in all jurisdictions in which such qualifications or licenses are required as at the date hereof in view of the business carried on by it and the assets which it owns;
  - (b) the Borrower has full power and authority to execute, deliver and perform all of its obligations under this Agreement and each of the Assigned Agreements to which it is a party;
  - (c) all acts and proceedings on the part of the Borrower necessary for the authorization, creation, execution, delivery and performance of this Agreement and each of the Assigned Agreements to which it is a party have been duly taken;
  - (d) the representatives of the Borrower executing this Agreement and each of the Assigned Agreements are duly and properly in office and are fully authorized to execute same;
  - (e) each of this Agreement and the Assigned Agreements to which it is a party has been duly authorized, executed and delivered by the Borrower and constitutes a



legal, valid, binding and enforceable obligation of the Borrower, enforceable against it in accordance with its terms, subject, however, to the availability of remedies in enforcement proceedings;

- (f) there is no charter document, by-law, or share provision of the Borrower, and no provision of any indenture or agreement, written or oral, to which the Borrower is a party or under which the Borrower is obligated, nor is there any statute, rule or regulation, or any judgment, decree or order of any court or agency binding on the Borrower which would be contravened by the execution and delivery by the Borrower of this Agreement and each of the Assigned Agreements to which it is a party, or by the performance of any provision, condition, covenant or other term hereof or thereof;
- (g) to the best of the Borrower's knowledge and belief after due inquiry, there is no judgment, decree or order, nor is there any matter, litigation, tax claim, proceeding or dispute pending or threatened against or affecting the Borrower or its property, the adverse determination of which might materially and adversely affect the Borrower's financial condition or operations or impair the Borrower's ability to receive the Assigned Amounts, exercise its rights or its ability to perform its obligations under the LSA, this Agreement and each of the Assigned Agreements; and
- (h) to the best of the Borrower's knowledge, all representations and warranties of the Borrower stated in the LSA are true, correct and complete in all material respects as of the date hereof and all ETC Conditions for a Production Type "C" to qualify the Assigned Amounts as Eligible Tax Credits (as defined in the LSA) have been satisfied.

4. **Covenants.** During the term of this Agreement, so long as any Indebtedness is outstanding and in addition to those covenants and obligations contained in the LSA, the Borrower shall:

- (a) furnish to the Bank such reports and such other information with respect to the Production Loan and the Canadian Content Production as required by the LSA and as the Bank requires from time to time;
- (b) do, observe, and perform all of its obligations in all matters and things necessary or expedient to be done, preserved or performed under or by virtue of any of the Assigned Agreements in order to preserve, protect, and maintain all of the rights of the Borrower and the Bank thereunder and shall not suffer or permit any default for which any such agreement might be terminated or for which any other

party thereto might be relieved of any of its obligations thereunder or for which any obligation of any such party thereunder might be reduced;

- (c) notify the Bank promptly in writing of:
  - (i) any proceeding or litigation against the Borrower or the Sub-Borrower with respect to the Canadian Content Production;
  - (ii) any material change in the financial operations of the Borrower or the Sub-Borrower; and
  - (ii) any breach of or non-compliance with any term or condition of, or any default under the LSA or any of the Assigned Agreements.
- 5. **Indemnity.** The Borrower shall at all times defend and indemnify and hold the Bank harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, settlements, judgments or recoveries resulting from any breach of the warranties, agreements or covenants made by the Borrower herein, from any suit or proceeding of any kind or nature whatsoever against the Bank arising from or connected with the transactions contemplated by this Agreement or any of the rights and properties assigned to the Bank hereunder, except arising from the gross negligence or wilful misconduct of the Bank, and from any suit or proceeding that the Bank may deem necessary or advisable to institute against any other person or company for any reason whatsoever to protect the rights of the Bank hereunder or any rights otherwise granted to the Bank hereunder, including, without limitation, actual and reasonable solicitor's fees and costs and expenses incurred by the Bank on a solicitor and client basis, all of which shall be charged to and paid by the Borrower and shall be secured by the Collateral hereunder.
- 6. **Negative Covenants.** The Borrower shall not, while any Indebtedness is due to the Bank, grant any rights or security interests in or to the Collateral, other than as contemplated by or pursuant to the terms of the Assigned Agreements, without the Bank's prior written consent.
- 7. **Third Party Dealings.** No person dealing with the Bank or its agent or a receiver shall be concerned to inquire whether the security interest held by the Bank over the Collateral has become enforceable, or whether the powers which the Bank or its receiver is purporting to exercise have become exercisable, or whether any money remains due to the Bank, or as to the necessity or expediency of the stipulations and conditions subject to which any distribution, exploitation or sale shall be made, or otherwise as to the propriety or regularity of any sale, or of any other dealing by the Bank with the Collateral, or to see to the application of any money paid to the Bank. The security

hereby constituted is in addition to and not in substitution for any of the security now held or hereafter acquired by the Bank as security for the obligations of the Borrower to the Bank.

8. **Remedies, etc.** If the Bank decides to make demand under the LSA for repayment of the Loan, the Bank may in its sole discretion, immediately prior to making such demand, register as an additional security party on any or all of the personal property security registrations made by the Borrower against the Sub-Borrower in regards to the Collateral and in particular the registrations noted in item 3 of Schedule "A". In the event that the Bank shall have made demand under the LSA and the Indebtedness shall not have been repaid, then the Bank shall be entitled to exercise in respect of the Collateral all of the rights and remedies available to a secured party upon default under the *Personal Property Security Act* (Alberta) and the *Personal Property Security Act* (●) (as it applies to the Sub-Borrower) including the right to sell the Collateral or any portion thereof, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as may be provided by law or in equity. The Bank shall, in addition, have the following rights and remedies which may, in the Bank's discretion, be exercised either cumulatively or in the alternative:
- (a) The Bank may, in its sole discretion, in its name or in the name of the Borrower, or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any of the Collateral, but shall be under no obligation to do so, or the Bank may extend the time of payment, arrange for payment in instalments, or otherwise modify the term of, or release, any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting the liability of, the Borrower. The Bank will not be required to take any steps to preserve any rights against prior parties to the Collateral. The Bank may take all such actions as the Bank deems necessary to protect the Bank's security interests in the Collateral and/or the value thereof, and the Bank is hereby authorized (without limiting the general nature of the authority hereinabove conferred) to pay, purchase, contest or compromise any encumbrances, charges or liens which in the judgment of the Bank appear to be equal to, prior to or superior to the security interests of the Bank in the Collateral.
  - (b) The Bank may, with or without taking possession thereof, sell or cause to be sold, at such price or prices as the Bank shall so determine in a commercially reasonable manner, and for cash or on credit or for future delivery, without assumption of any credit risk, all or any portion of the Collateral, at any public or private sale, without demand of performance or notice of intention to sell or of the time or the place of sale; provided, however, that unless the Collateral in the

Bank's possession is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank shall give the Borrower reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made.

- (c) The Bank shall be entitled, but not obligated to, take over the administration and collection of the Production Loan and may, subject to the terms of the Assigned Agreements take any enforcement proceedings under the Production Loan. The Borrower hereby agrees to waive any right to claim that it sustained any loss or damage by reason or as a result of any action taken by the Bank pursuant to this sub-section, provided such action is not negligent nor constitutes wilful misconduct on the part of the Bank.
9. **Power of Attorney.** The Borrower hereby appoints the Bank the attorney-in-fact of the Borrower with respect to the Collateral with full power in the name and on behalf of the Borrower to take any action, including the defense or initiation of any litigation, and to execute and deliver any agreement or instrument, without limitation (including financing statements), which the Bank may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable until such time as the Indebtedness is paid and satisfied in full and all credit facilities and other extensions of credit have been terminated to the satisfaction of the Bank and coupled with an interest. All acts of said attorney are hereby ratified and approved and said attorney and its designees shall not be liable, and the Borrower shall hold same harmless from liability for, any acts or failure to act, or for any error of judgment or mistake of law or fact with the exception of gross negligence and wilful acts.
10. **Costs.** All costs, charges and expenses including, without limitation, reasonable legal fees on a solicitor-client basis, of or incurred by the Bank in connection with the recovery or enforcing of payment of any moneys owing hereunder whether by realization, taking possession or otherwise together with interest thereon at the rate set forth in the LSA until paid, shall be added to the Indebtedness and be secured hereby.
11. **Waiver.** The Bank may, but is not obligated to, waive any breach by the Borrower of any of the provisions contained herein or any failure by the Borrower in the observance or performance of any covenant or condition required to be observed or performed by the Borrower hereunder; provided that no such waiver by the Bank shall extend to or be taken in any manner to affect any subsequent breach or failure or the rights resulting therefrom.
12. **No Merger.** Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liability of the Borrower to the Bank hereby

secured nor shall the same operate as a merger of any covenant herein contained, nor shall the acceptance of any payment or other security constitute or create any novation.

13. **Other Documents.** The Borrower agrees to execute and deliver all such financing statements, further assignments and other documents as the Bank may reasonably require in order to give effect to this Agreement.
14. **Notices.** Any notice or other communication provided for in this Agreement shall be in writing and shall be personally served by courier or messenger or sent by electronic transmission (as verified by confirmation of transmission), as the case may be, to the address of the Bank set out in the LSA.
15. **Successors and Assigns.** This Agreement shall be binding upon and enure to the exclusive benefit of the parties hereto and their respective successors and permitted assigns. "Successors" shall include any company or corporation resulting from the amalgamation of any of the parties hereto with any one or more companies or corporations.
16. **Signature and Delivery.** This Agreement may be signed electronically, including through DocuSign and similar applications. Electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Agreement is as valid, enforceable and binding as if the signature was delivered in person.
17. **Governing Law.** This Agreement will be construed, interpreted, and enforced in accordance with the laws of Alberta and the federal laws of Canada applicable therein. The laws of Alberta govern the execution of this Agreement regardless of the party's location at the time of entering into this Agreement. Notwithstanding the foregoing, the Bank may, at its option, bring suit or institute other judicial proceedings against the Borrower or any of its assets in any state or federal court of the United States or any province of Canada or of any country or place where the Borrower or its assets may be found.

DATED as of ●.

**TRIVIUM MEDIA LTD.**

By: \_\_\_\_\_  
Sarah E. Howell, President

**SCHEDULE "A" ASSIGNED AGREEMENTS**

1. Sub-Borrower Loan Agreement between Borrower and Sub-Borrower;
2. Pledge of Securities of the Sub-Borrower in the favour of the Borrower;
3. Film Production Security Agreement signed by the Sub-Borrower in favour of Borrower including a grant of a general security interest by the Sub-Borrower and an assignment of the Canadian Film or Video Production Tax Credit and the ● Tax Credit of the Canadian Content Production with confirmation of registration of the general security interest in the Personal Property Registry (●) on ●, 20●) under registration number ●;
4. Copyright Mortgage and Assignment signed by Sub-Borrower in favour of Borrower;
5. Consent to Communicate with certain parties signed by the Sub-Borrower; and
6. CRA form AUT-01 (Authorized Representative for Online Access) signed by the Sub-Borrower in favour of the Borrower.

**EXHIBIT 1.8**  
**BANK'S COLLECTION ACCOUNT**

**USD ACCOUNT**

Bank Name:	Bank of Hope
Bank Address:	3200 Wilshire Boulevard Los Angeles, CA 90010
ABA Number:	122041235
SWIFT Code:	NARAUS6L
Beneficiary Name:	Trivium Media Ltd.
Beneficiary Address:	260005 Mountain Ridge Place Rocky View County, AB, T4C 2Y1
Beneficiary DAA Account #:	6400677709

### EXHIBIT 1.15 FORM OF BORROWING BASE CERTIFICATE

Pursuant to the terms of the Amended and Restated Loan and Security Agreement (the “Agreement”) dated May 9, 2023 between Trivium Media Ltd. (the “Borrower”) and Bank of Hope (the “Bank”), this is a Borrowing Base Certificate, as referenced paragraph 1.15 and 7.2 of the Agreement, calculated as of \_\_\_\_\_, 202\_.

The undersigned, an Authorized Officer of the Borrower, hereby certifies, on behalf of the Borrower and not in such Person’s individual capacity, that, to the best of Borrower’s knowledge, the following information is true and correct as of the above date.

	Borrowing Base Calculation	CAD Gross Value	Advance Rate	CAD Net Value	USD Net Value
A	Eligible Tax Credits*		90%		
B	Less: Bank Charges Reserve				
C.	Borrowing Base Amount (A minus B)				
D	Maximum Availability				20,000,000
E	Facility Loans Outstanding				
F	Borrowing Base Availability **				

**\* USD value is Contracted FX Rate Hedge CAD.**

**\*\* In the event, C is greater than D, then D minus E. If C is less than or equal to D, then C minus E**

IN WITNESS WHEREOF, the undersigned has executed and delivered this Borrowing Base Certificate by and through its duly authorized representative as of \_\_\_\_\_, 202\_.

Trivium Media Ltd.

By: \_\_\_\_\_  
Its: Authorized Signatory



### EXHIBIT 1.16

#### FORM OF BORROWING BASE COLLATERAL VALUE CALCULATION

Pursuant to the terms of the Amended and Restated Loan and Security Agreement (the “Agreement”) dated May 9, 2023 between Trivium Media Ltd. (the “Borrower”) and Bank of Hope (the “Bank”), this is a Borrowing Base Collateral Value Calculation, as referenced in paragraph 1.16 and 2.2.2 of the Agreement, calculated as of \_\_\_\_\_, 202\_.

The following is a list of all Eligible Tax Credits as of the calculation date that are included in the Borrowing Base Amount for all Loans.

Subsidiary Guarantor	Province	Tax Credit Value CAD	Advance Rate	Net Tax Credit Value CAD	CAD to USD FX Hedge Exchange Rate	Net Tax Credit Locked Value USD	Less” Bank Charges Reserve USD*	Lendable Value USD**
			90%					
			90%					
			90%					
		\$		\$		\$	(\$)	\$

\*Bank Charges Reserve Calculation (per paragraph 2.7.2 of the Agreement): Net Tax Credit Locked Value USD multiplied by current Interest Rate + 2.00% (for rate fluctuation) / 360 days multiplied by estimated days Loan outstanding (i.e. date of funding through 12 months after Subsidiary Guarantor’s delivery date of a production) plus any required fees, legal fees, interest or over due interest and all other costs and expenses which are incurred by or owing to the Bank.

\*\*Maximum amount of Loan ALLOWED to be disbursed to Borrower.

**EXHIBIT 1.17**  
**FORM OF BORROWING REQUEST CERTIFICATE**

Pursuant to the terms of the Amended and Restated Loan and Security Agreement (the “Agreement”) dated May 9, 2023 between Trivium Media Ltd. (the “Borrower”) and Bank of Hope (the “Bank”), the undersigned hereby requests that the Bank make a Loan to the Borrower in the amount and on the date specified below and certifies as of the date of the Loan requested that:

- a. the undersigned is a duly Authorized Officer of the Borrower;
- b. the undersigned hereby certifies to the Bank that to the best of the Borrower’s knowledge, all representations and warranties of the Borrower stated in the Agreement are true, correct and complete in all material respects as of the date of this request;
- c. all Conditions Precedent to the Bank’s obligation to make the requested Loan have been satisfied or waived in writing by the Bank;
- d. all Eligible Tax Credits to be included in the calculation of the Borrowing Base Amount has satisfied the ETC Conditions;
- e. the Loan amount being requested hereunder shall only be advanced to Canadian Productions that but for the Loan amounts being advanced are fully financed;
- e. no Event of Default has occurred and is continuing or will occur after giving effect to the Loan hereby requested; and
- f. the requested amount of the Loan is US\$ \_\_\_\_\_, and the requested date of the Loan is \_\_\_\_\_, 202\_, and the proceeds of the Loan are to be deposited to the following Borrower’s Bank Account(s):

[Insert Wire Instruction and if more than one account is listed the amount being advanced to each account]

IN WITNESS WHEREOF, the undersigned has caused this Borrowing Request Certificate to be executed as of \_\_\_\_\_, 202\_

Trivium Media Ltd.

By: \_\_\_\_\_  
 Its: Authorized Signatory

**EXHIBIT 1.42-A**  
**ELIGIBLE TAX CREDIT CERTIFICATE**

**PRODUCTION TYPE A**

Canadian Content Production Title: \_\_\_\_\_

Subsidiary Guarantor: \_\_\_\_\_

Address: \_\_\_\_\_

Verified Tax Credit Amount: CAD \$ \_\_\_\_\_

Canadian Content Production Start Date: mm/dd/yyyy

Canadian Content Production Completion Date: mm/dd/yyyy

Eligible Tax Credit Document(s) required to be provided by Borrower (attached hereto):

	Accountants Letter from an Acceptable Tax Credit Consultant confirming the Verified Tax Credit Amount
	Foreign Exchange CAD/USD FX Contract
	Funding Confirmation Certificate with Budget / Weekly Cash Flow / Financing Plan
	Subsidiary Guarantor Collection Account Information w/ Online view access for Bank
	Confirmation that all CRA refunds to Subsidiary Guarantor's corporate tax account have been directed to Subsidiary Guarantor Collection Account in "My Business Account".
	CRA Filing and Balance Confirmation Letter for Subsidiary Guarantor
	Articles of Organization of Subsidiary Guarantor including extra-provincial registration, as applicable.
	CAVCO Part A application and confirmation of filing
	Provincial certifying authority application and confirmation of filing
	Registration of Canadian Content Production Title with Canadian Intellectual Property Office ("CIPO")
	Exhibit 1.15 Borrowing Base Certificate
	Exhibit 1.16 Borrowing Base Collateral Value Calculation
	Exhibit 1.17 Borrowing Request Certificate

Eligible Tax Credit Documents prepared and provided by Dentons Canada LLP (attached hereto):

	Guaranty
	Film Production Security Agreement
	Copyright Mortgage and Assignment Power of Attorney ("Copyright Mortgage")
	CRA Form AUT-01 / Consent to Communicate
	Consent to Communicate with Third Parties
	Director's Resolution of the Subsidiary Guarantor

	Certificate of Status (Alberta and Extra Provincial Province if available)
	PPR Post-registration Searches for Alberta and Extra Provincial Province
	Confirmation of registration of Bank's security interest in Alberta PPR in first position
	Confirmation of registration of Bank's security interest in Extra Provincial Province in first position
	Confirmation of application of registration of Copyright Mortgage with CIPO

Eligible Tax Credit Document(s) to be provided post closing:

	Deposit Account Control Agreement ("DACA") for Subsidiary Guarantor Collection Account [Post-Closing: prior to filing first year tax return]
	Exhibit 7.3.2 Third Party FX Provider Irrevocable Direction to Pay, if applicable [Post-Closing: with DACA]
	CAVCO Part A Certificate [Post-Closing: upon receipt]
	Provincial Eligibility Certificate [Post-Closing: upon receipt]

The undersigned, a duly Authorized Officer of the Borrower, hereby (a) represents, warrants and certifies that to the best of the Borrower's knowledge: (i) receipt of the Verified Tax Credits outlined herein, is estimated to occur no later than the Maturity Date; (ii) all other documents/items not attached hereto, as outlined in Section 5.3 are in the possession of the Borrower; and (iii) subject to the advance of 90% of the amount of the Verified Tax Credits, the Canadian Content Production is fully financed; and (b) covenants and agrees that a fully signed DACA over the Subsidiary Guarantor's Collection Account and, if applicable, the Third Party FX Provider Irrevocable Direction to Pay shall be provided to the Bank prior to filing by the Subsidiary Guarantor of its the tax return for the rebate of Tax Credits.

IN WITNESS WHEREOF, the undersigned has caused this Eligible Tax Credit Certificate to be executed as of \_\_\_\_\_, 202\_\_

Trivium Media Ltd.

By: \_\_\_\_\_  
Its: Authorized Signatory

**EXHIBIT 1.42-B**  
**ELIGIBLE TAX CREDIT CERTIFICATE**

**PRODUCTION TYPE B**

Canadian Service Production Title: \_\_\_\_\_

Subsidiary Guarantor: \_\_\_\_\_

Address: \_\_\_\_\_

Verified Tax Credit Amount: CAD \$ \_\_\_\_\_

Canadian Service Production Start Date: mm/dd/yyyy

Canadian Service Production Completion Date: mm/dd/yyyy

Eligible Tax Credit Document(s) required to be provided by Borrower (attached hereto):

	Accountants Letter from an Acceptable Tax Credit Consultant confirming the Verified Tax Credit Amount
	Foreign Exchange CAD/USD FX Contract
	Funding Confirmation Certificate with Budget / Weekly Cash Flow / Financing Plan
	Subsidiary Guarantor Collection Account Information w/ Online view access for Bank
	Confirmation that all CRA refunds to Subsidiary Guarantor's corporate tax account have been directed to Subsidiary Guarantor Collection Account in "My Business Account".
	CRA Filing and Balance Confirmation Letter for Subsidiary Guarantor
	Articles of Organization of Subsidiary Guarantor including extra-provincial registration, as applicable.
	CAVCO Accreditation application, production services agreement, official designee affidavit and copyright opinion and confirmation of filing
	Provincial certifying authority application (including official designee affidavit, if applicable) and confirmation of filing
	Exhibit 1.15 Borrowing Base Certificate
	Exhibit 1.16 Borrowing Base Collateral Value Calculation
	Exhibit 1.17 Borrowing Request Certificate

Eligible Tax Credit Documents prepared and provided by Dentons Canada LLP (attached hereto):

	Guaranty
	Film Production Security Agreement
	CRA Form AUT-01 / Consent to Communicate
	Consent to Communicate with Third Parties
	Director's Resolution of the Subsidiary Guarantor
	Certificate of Status (Alberta and Extra Provincial Province if available)

	PPR Post-registration Searches for Alberta and Extra Provincial Province
	Confirmation of registration of Bank's security interest in Alberta PPR in first position
	Confirmation of registration of Bank's security interest in Extra Provincial Province in first position

Eligible Tax Credit Document(s) to be provided post closing:

	Deposit Account Control Agreement ("DACA") for Subsidiary Guarantor Collection Account [Post-Closing: prior to filing first year tax return]
	Exhibit 7.3.2 Third Party FX Provider Irrevocable Direction to Pay, if applicable [Post-Closing: with DACA]
	CAVCO Accreditation Certificate [Post-Closing: upon receipt]
	Provincial Eligibility Certificate [Post-Closing: upon receipt]

The undersigned, a duly Authorized Officer of the Borrower, hereby (a) represents, warranties and certifies that to the best of the Borrower's knowledge: (i) receipt of the Verified Tax Credits outlined herein, is estimated to occur no later than the Maturity Date; (ii) all other documents/items not attached hereto, as outlined in Section 5.3 are in the possession of the Borrower; and (iii) subject to the advance of 90% of the amount of the Verified Tax Credits, the Canadian Service Production is fully financed; and (b) covenants and agrees that a fully signed DACA over the Subsidiary Guarantor's Collection Account and, if applicable, the Third Party FX Provider Irrevocable Direction to Pay shall be provided to the Bank prior to filing by the Subsidiary Guarantor of its tax return for the rebate of Tax Credits.

IN WITNESS WHEREOF, the undersigned has caused this Eligible Tax Credit Certificate to be executed as of \_\_\_\_\_, 202\_\_

Trivium Media Ltd.

By: \_\_\_\_\_  
Its: Authorized Signatory

**EXHIBIT 1.42-C**  
**ELIGIBLE TAX CREDIT CERTIFICATE**

**PRODUCTION TYPE C**

Canadian Content Production Title: \_\_\_\_\_

Sub-Borrower: \_\_\_\_\_

Address: \_\_\_\_\_

Verified Tax Credit Amount: CAD \$ \_\_\_\_\_

Canadian Content Production Start Date: mm/dd/yyyy

Canadian Content Production Completion Date: mm/dd/yyyy

Eligible Tax Credit Document(s) required to be provided by Borrower (attached hereto):

	Owner/Director Identification documents for Sub-Borrower “Know Your Customer” Requirements (to be provided at least 5 days before the presentation of this certificate)
	Accountants Letter from an Acceptable Tax Credit Consultant confirming the Verified Tax Credit Amount
	Foreign Exchange CAD/USD FX Contract
	Funding Confirmation Certificate with Budget / Weekly Cash Flow / Financing Plan
	Sub-Borrower’s Collection Account Information w/ Online view access for Bank
	Confirmation that all CRA refunds to Sub-Borrower’s corporate tax account have been directed to Sub-Borrower’s Collection Account in “My Business Account”.
	CRA Filing and Balance Confirmation Letter for Sub-Borrower
	Articles of Organization of Sub-Borrower including extra-provincial registration, as applicable.
	CAVCO Part A application and confirmation of filing.
	Provincial certifying authority application and confirmation of filing.
	Registration of Canadian Content Production Title with Canadian Intellectual Property Office (“CIPO”)
	Exhibit 1.15 Borrowing Base Certificate
	Exhibit 1.16 Borrowing Base Collateral Value Calculation
	Exhibit 1.17 Borrowing Request Certificate

Eligible Tax Credit Documents prepared and provided by Dentons Canada LLP (attached hereto):

	Assignment and Security Agreement signed by Borrower and attaching signed copied of:
	Sub-Borrower Loan Agreement signed by the Borrower and the Sub-Borrower
	Sub-Borrower Film Production Security Agreement signed by the Sub-Borrower
	Certificated Pledges Securities of Sub-Borrower signed by the Sub-Borrower

	Copyright Mortgage and Assignment Power of Attorney (“Copyright Mortgage”) signed by the Sub-Borrower
	CRA Form AUT-01 / Consent to Communicate signed by Sub-Borrower
	Consent to Communicate with Third Parties signed by Sub-Borrower
	Director’s Resolution of the Sub-Borrower
	Certificate of Status (jurisdiction of incorporation of the Sub-Borrower and any extra-provincial registration, if available)
	PPR Post-registration Searches in the Sub-Borrower’s jurisdiction of incorporation and any extra-provincial registrations confirming registration by the Borrower and subsequent registration by the Bank
	Confirmation of registration of Borrower’s security interest in the PPR of the Sub-Borrower’s jurisdiction of incorporation in first position
	Confirmation of registration of Borrower’s security interest in the PPR of the Sub-Borrower’s Extra Provincial Province in first position, if applicable
	Confirmation of application of registration of Copyright Mortgage with CIPO by Borrower

Eligible Tax Credit Document(s) to be provided post closing:

	Deposit Account Control Agreement (“DACA”) for Subsidiary Guarantor Collection Account [Post-Closing: prior to filing first year tax return]
	Exhibit 7.3.2 Third Party FX Provider Irrevocable Direction to Pay, if applicable [Post-Closing: with DACA]
	CAVCO Part A Certificate [Post-Closing: upon receipt]
	Provincial Eligibility Certificate [Post-Closing: upon receipt]

The undersigned, a duly Authorized Officer of the Borrower, hereby (a) represents, warranties and certifies that to the best of the Borrower’s knowledge: (i) receipt of the Verified Tax Credits outlined herein, is estimated to occur no later than the Maturity Date; (ii) all other documents/items not attached hereto, as outlined in Section 5.3 are in the possession of the Borrower; and (iii) subject to the advance of 90% of the amount of the Verified Tax Credits, the Canadian Content Production is fully financed; and (b) covenants and agrees that a fully signed DACA over the Sub-Borrower’s Collection Account and, if applicable, the Third Party FX Provider Irrevocable Direction to Pay shall be provided to the Bank prior to filing by the Sub-Borrower of its tax return for the rebate of Tax Credits.

IN WITNESS WHEREOF, the undersigned has caused this Eligible Tax Credit Certificate to be executed as of \_\_\_\_\_, 202\_\_

Trivium Media Ltd.

By: \_\_\_\_\_  
Its: Authorized Signatory



### EXHIBIT 1.53 FUNDING CONFIRMATION CERTIFICATE

Pursuant to the terms of the Amended and Restated Loan and Security Agreement (the “Agreement”) dated May 9, 2023 between Trivium Media Ltd. (the “Borrower”) and Bank of Hope (the “Bank”), this is a Funding Confirmation Certificate, as referenced paragraph 1.53 and 5.2.3 of the Agreement.

Canadian Production Title: \_\_\_\_\_

Subsidiary Guarantor: \_\_\_\_\_

Verified Tax Credit Amount: \_\_\_\_\_

Reference is made to the following (all of which are attached to this Certificate):

- Locked budget dated \_\_\_\_\_
- Finance plan dated \_\_\_\_\_
- Weekly cash flow dated \_\_\_\_\_

Based on the above, the Borrower can confirm that the Canadian Production is fully financed subject to the Bank advancing a Loan in the amount of 90% of the Verified Tax Credit Amount.

A. Verified Tax Credit Amount (at 90%): CDN\$ \_\_\_\_\_

B. Conversion Rate to US Dollars: \_\_\_\_\_ [as confirmed with the Bank]

C. Verified Tax Credit Amount in USD (at 90%): US\$ \_\_\_\_\_

D. Total amount of locked budget and finance plan: CDN\$ \_\_\_\_\_

E. Total amount of production spend to date based on Weekly cash flow: CDN\$ \_\_\_\_\_

F. Total amount of remaining production spend based on Weekly cash flow: CDN\$ \_\_\_\_\_  
(E plus F must equal D and the amount of F must be equal to or less than A)

IN WITNESS WHEREOF, the undersigned has executed and delivered this Funding Certificate by and through its duly authorized representative as of \_\_\_\_\_, 202\_\_.

Trivium Media Ltd.

By: \_\_\_\_\_

Its: Authorized Signatory

**EXHIBIT 7.3.2****THIRD PARTY FX PROVIDER IRREVOCABLE DIRECTION TO PAY**

DATE:           ●, 202[ ]

TO:             Global Reach Financial Solutions Inc (“Global Reach”)

FROM:          [name of Subsidiary Guarantor] (“Production Company”)

AND FROM: Trivium Media Ltd. (“Trivium”)

AND FROM: Bank of Hope (“Bank”)

RE:             FX Contract dated ●, 202[ ] (“FX Contract”) between Global Reach, Production Company and Trivium.

WHEREAS: Global Reach and Trivium have entered into the FX Contract as required for the Bank to advance funds to Trivium to loan to the Production Company.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.       Global Reach agrees that upon receiving Canadian Dollar funds to settle the FX Contract (the “Funds”), it shall settle the FX Contract and convert the Funds into US Dollars (the “Settlement and Conversion”).
2.       Trivium hereby irrevocably authorizes and directs Global Reach upon completing the Settlement and Conversion to pay the full amount of the Funds in US Dollars by wire transfer to the following account:

Bank Name:	Bank of Hope
Bank Address:	3200 Wilshire Boulevard
	Los Angeles, CA 90010
ABA Number:	122041235
SWIFT Code:	NARAUS6L
Beneficiary Name:	Trivium Media Ltd.
Beneficiary Address:	260005 Mountain Ridge Place
	Rocky View County, AB, T4C 2Y1

Beneficiary DAA Account #: 6400677709

This shall be Global Reach’s good, sufficient and irrevocable authority for so doing. Global Reach agrees to abide by the terms of the direction to pay in this Section 2.

3. This Direction to Pay may not be revoked or modified except by a specific written notice to Global Reach signed by each of the Production Company, Trivium and the Bank

DATED as of the date first written above.

**[NAME OF SUBSIDIARY GUARANTOR]**

**TRIVIUM MEDIA LTD.**

By: \_\_\_\_\_  
Sarah E. Howell, President

By: \_\_\_\_\_  
Sarah E. Howell, President

I have authority to bind the Production Company

I have authority to bind Trivium

**BANK OF HOPE**

By: \_\_\_\_\_  
David Henry,  
SVP, Head of Media & Entertainment

ACKNOWLEDGED AND AGREED TO as of the date first written above.

**GLOBAL REACH FINANCIAL SOLUTIONS INC.**

By: \_\_\_\_\_  
Name:  
Title:

I have the authority to bind Global Reach

THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

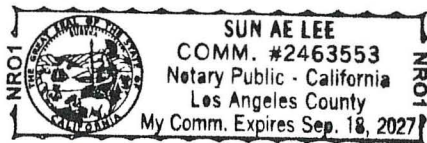
See attached  
A Notary Public, etc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 2024, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to be 'David Kenneth Henry', written over a horizontal line.

November 17, 2023

By e-mail

[david.henry@bankofhope.com](mailto:david.henry@bankofhope.com)

**Bank of Hope**

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

Attention: David Henry, SVP, Head of Media & Entertainment

Dear David:

**Re: Voluntary Reduction of Facility**

We refer to the amended and restated loan and security agreement dated as of May 9, 2023 between Trivium Media Inc., as borrower (the “**Borrower**”) and Bank of Hope, as lender (the “**Bank**”) (as may be further amended, supplemented, modified, restated or renewed from time to time, the “**Loan Agreement**”). Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Loan Agreement.

Pursuant to Section 2.8 of the Loan Agreement, the Borrower is requesting the permanent reduction of the Facility and the available Commitment Amount under the Loan Agreement from \$20,000,000 to \$10,000,000 effective immediately. We confirm that the Bank is waiving the requirement under Section 2.8 of the Loan Agreement to provide sixty days notice to reduce the Facility.

Yours truly,


**TRIVIUM MEDIA LTD.**

DocuSigned by:  
  
C3D5467ACEA249B  
Sarah Howell, President

cc: Ari Taub, Taub Law  
By e-mail: [ari@taublawn.com](mailto:ari@taublawn.com)

Juliet Smith, Dentons Canada LLP  
By e-mail: [juliet.smith@dentons.com](mailto:juliet.smith@dentons.com)

THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

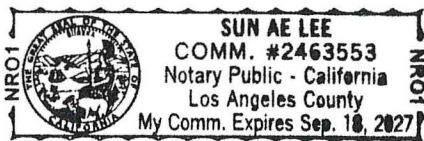
See attached   
A Notary Public, etc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 2024, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'Sun Ae Lee', written over a horizontal line.



## GUARANTOR LOAN AND SECURITY DOCUMENTS

### UNLIMITED GUARANTEES

<b>Name of BOH Debtor</b>	<b>Date of Agreement</b>
Comfort Food TML 2 OS Ltd.	November 30, 2022
Art of Forensics TML 1 MS Ltd.	December 9, 2022
Transformative CEOs 7 MS Ltd.	December 9, 2022
Transformative CEOs 8 MS Ltd.	January 6, 2023
Transformative CEOs 9 MS Ltd.	June 7, 2023
Uncommon Beauty 2 MS Ltd.	December 15, 2022
Secrets of Seafood 2 MS Ltd.	January 12, 2023
Secrets of Seafood 3 MS Ltd.	May 5, 2023
Secrets of Seafood 4 MS Ltd.	January 6, 2023
That Fishing Show 2 MS Ltd.	January 16, 2023
Jobs of Tomorrow 3 MS Ltd.	March 22, 2023
Jobs of Tomorrow 4 MS Ltd.	June 2, 2023
The Beautiful Game 1 OS Ltd.	April 24, 2023
Breaking Down Barriers 1 OS Ltd.	May 8, 2023
Flow 1 OS Ltd.	May 8, 2023

## UNLIMITED GUARANTEE

TO: BANK OF HOPE ("**Bank**")

DATE: As of November 30, 2022

In consideration of the Bank providing a credit facility to **Trivium Media Ltd.** (the "**Customer**") and the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **Comfort Food TML 2 OS Ltd.** (the "**Guarantor**"), unconditionally, absolutely and irrevocably guarantee(s) payment to the Bank of all present and future debts and liabilities direct or indirect, absolute or contingent, matured or not, now or at any time and from time to time hereafter due or owing to the Bank from or by the Customer whether as principal or surety, and whether incurred by the Customer alone or jointly with any other corporation, person or persons, or otherwise howsoever together with all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Bank, the receiver, receiver-manager or agent of the Customer, or the agent of the Bank in the perfection and enforcement of this Guarantee (all of which present and future indebtedness, obligations, liabilities, costs, expenses and interest are herein collectively referred to as the "**Indebtedness**") provided that is an unlimited guarantee for all amount owing due and owing (including all interest, fees and charges) by Customer to the Bank under the Loan and Security Agreement dated November 30, 2022, as may be amended and restated from time to time, and all costs, charges and expenses incurred by the Bank in the enforcement of this Guarantee.

### And the Guarantor agrees with the Bank as follows:

1. The Guarantor agrees to make all payments under this Guarantee upon receiving notice from Bank of a default by the Customer of any one or more of its obligations (payment or otherwise) to the Bank and upon demand by the Bank. Each and every default in payment of the Indebtedness shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. In the event of such a default, the Bank shall have the right to proceed first and directly against the Guarantor under this Guarantee without proceeding against any other person or entity or exhausting any other remedies which it may have, and without resorting to any security held by it.
2. The sum collectible by the Bank under this Guarantee shall include interest accruing on the debt owed by the Customer to the Bank at the respective rates of interest applicable to the various obligations of the Customer which constitute the Customer's debts and liabilities to the Bank. Where the Customer is liable to the Bank for interest calculated at more than one rate, then the particular rate of interest charged on a particular obligation shall continue to apply hereunder in respect of such obligation before and after judgment.
3. Subject to the provisions hereof, the liability of the Guarantor under this Guarantee shall be absolute, unconditional and irrevocable irrespective of, and without being lessened or limited by:
  - (a) any lack of validity, legality, effectiveness or enforceability of any of the agreements or instruments evidencing any of the Indebtedness of the Customer;
  - (b) the failure of the Bank:
    - (i) to assert any claim or demand or to enforce any right or remedy against the Customer or any other person (including any other guarantor) under the provisions

of any of the agreements or instruments evidencing any of the Indebtedness of the Customer, or otherwise, or

- (ii) to exercise any right or remedy against any other guarantor of, or collateral securing, any of the Indebtedness of the Customer;
  - (c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Indebtedness of the Customer, or any other extension, compromise, indulgence or renewal of any Indebtedness of the Customer;
  - (d) any reduction, limitation, variation, impairment, discontinuance or termination of the Indebtedness of the Customer for any reason (other than by reason of any payment which is not required to be rescinded), including any claim of waiver, release, discharge, surrender, alteration or compromise, and shall not be subject to (and the Guarantor hereby waives any right to or claim of) any defence or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, non-genuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, the indebtedness of the Customer or otherwise (other than by reason of any payment which is not required to be rescinded);
  - (e) any amendment to, rescission, waiver or other modification of, or any consent to any departure from, any of the terms of any of the agreements or instruments evidencing any of the Indebtedness of the Customer or any other guarantees or security;
  - (f) any addition, exchange, release, discharge, renewal, realization or non-perfection of any collateral security for the Indebtedness of the Customer or any amendment to, or waiver or release or addition of, or consent to departure from, any other guarantee held by the Bank as security for any of the Indebtedness of the Customer;
  - (g) the loss of or in respect of or the unenforceability of any other guarantee or other security which the Bank may now or hereafter hold in respect of the Indebtedness of the Customer, whether occasioned by the fault of the Bank or otherwise;
  - (h) any change in the name of the Customer, the articles of incorporation of the Customer, the capital structure, capacity or constitution of the Customer, the bankruptcy or insolvency of the Customer, the sale of any or all of the business or assets of the Customer or any of its general partners or the Customer being consolidated, merged or amalgamated with any other person;
  - (i) any payment received on account of the Indebtedness of the Customer by the Bank that it is obliged to repay pursuant to any applicable law or for any other reason; or
  - (j) any other circumstance which might otherwise constitute a defence available to, or a legal or equitable discharge of, the Borrower, any surety or any guarantor.
4. The guarantee contained herein shall be in addition to and not in substitution for any other guarantee or other security which the Bank may now or hereafter hold in respect of the Indebtedness guaranteed hereby, and the Bank shall be under no obligation to marshal in favour of the Guarantor any other guarantee or other security or any moneys or other assets which the Bank may be entitled to receive or may have a claim upon.

5. The guarantee contained herein and all other terms of this Guarantee shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Indebtedness guaranteed hereby is rescinded or must otherwise be returned or restored by the Bank by reason of the insolvency, bankruptcy or reorganization of the Customer or for any other reason not involving the willful misconduct of the Bank, all as though such payment had not been made.
6. Every certificate issued under the hand of an authorized signing officer of the Bank purporting to show the amount at any particular time due and payable to the Bank and covered by this Guarantee, shall be received as conclusive evidence against the Guarantor that such amount is at such time due and payable to the Bank and is covered hereby.
7. A certificate by an authorized signing officer of the Bank shall be conclusive as to which of the obligations of the Customer are being allocated for collection under this Guarantee and the rate or rates of interest applicable.
8. The Bank shall not be obliged to inquire into the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Bank in exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits is in excess of the powers of the Customer or of its directors or other agents, or is in any way irregular, defective or informal.
9. The Bank, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may cease or refrain from giving credit or making loans or advances to, may accept compositions from, and may otherwise deal with the Customer and all other persons (including the Guarantor and any other guarantor) and securities, as the Bank may see fit, and all dividends, compositions, and moneys received by the Bank from the Customer or from any other persons or estates capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross. No loss of or in respect of the securities received by the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee. Until all indebtedness of the Customer to the Bank has been paid in full, the Guarantor shall not have any right of subrogation to the Bank or to the securities held by the Bank and this Guarantee shall not be diminished or affected on account of any act or failure to act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities; and the Guarantor shall have no right to be subrogated to the Bank or to the securities held by the Bank until the Bank has received payment in full of its claim with interest.
10. The Bank, in its sole discretion and as the Bank sees fit, without in any way prejudicing or affecting the rights of the Bank hereunder, may appropriate any moneys received to any portion of the debts and liabilities hereby guaranteed, whether then due or to become due, and may revoke or alter any such appropriation.
11. This shall be a continuing, absolute, unconditional and irrevocable guarantee, and shall cover and secure any ultimate balance owing to the Bank, but the Bank shall not be obliged to enforce its

rights against the Customer or other persons or the securities it may hold before being entitled to payment from the Guarantor, of all and every of the debts and liabilities hereby guaranteed. The Guarantor guarantees that the Indebtedness of the Customer will be paid strictly in accordance with their respective terms, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of Bank with respect thereto (provided the Guarantor shall not be in breach of any such law, regulation or order by doing so).

12. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Bank.
13. The Guarantor grants to the Bank the right to set off against any and all credits or balances maintained by the Guarantor with the Bank, the aggregate amount of any and all liabilities of the Guarantor hereunder if and when the same shall become due and payable.
14. Except to the extent permitted by Bank in writing or below, all debts and liabilities present and future of the Customer to the Guarantor are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank and all moneys received by the Guarantor from the Customer shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness to the Bank is fully paid and satisfied; all without prejudice to or without in any way limiting or lessening the liability of the Guarantor to the Bank.
15. Upon delivery by the Bank of a written demand for payment, the Guarantor shall be held bound directly to the Bank as principal debtor in respect of the payment of the amounts hereby guaranteed and shall pay same to Bank at 3200 Wilshire Boulevard, 10<sup>th</sup> Floor, Los Angeles, CA 90010 in immediately available funds.
16. No suit based on this Guarantee shall be instituted until demand for payment has been made. Any notice, demand or court process may be served by the Bank on the Guarantor or its legal representative(s) either personally or by posting the same by ordinary mail postage prepaid, in an envelope addressed to the address of the party to be served last known to the Bank, and the notice or demand so sent shall be deemed to be served on the day following that on which it is mailed. No notices shall be sent by ordinary mail during any existing or anticipated disruption of regular postal service.
17. This Guarantee shall be operative and binding upon every signatory hereof notwithstanding the non-execution hereof by any other proposed signatory or signatories, and the Guarantor, acknowledges that this Guarantee has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Guarantor affecting or limiting the liability of the Guarantor under this Guarantee or inducing the Guarantor to grant this Guarantee except as specifically contained herein in writing, and agree that this Guarantee is in addition to and not in substitution for any other guarantees held or which may hereafter be held by the Bank.
18. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions shall be binding on the Bank unless made in writing under the signature of an authorized signing officer of the Bank.

19. The Guarantor shall file all claims against the Customer in any bankruptcy or other proceedings in which the filing of claims is required by law or upon any indebtedness of the Customer to the Guarantor and will assign to the Bank all of the Guarantor's respective rights thereunder. In all such cases, whether an administration, bankruptcy, or otherwise, the person or persons authorized to pay such claims shall pay to the Bank the full amount payable on the claim in the proceeding before making any payment to the Guarantor; all without in any way limiting or lessening the liability of the Guarantor to the Bank. All moneys received by the Guarantor in all such cases shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank until the Customer's indebtedness is fully paid and satisfied. To the fullest extent necessary for the purposes of this paragraph 19 the Guarantor hereby, jointly and severally, assigns by way of security to the Bank all the Guarantor's respective rights to any payments or distributions from the Customer to which the Guarantor otherwise would be entitled.
20. In this Guarantee, any word importing the singular number shall include the plural, and without restricting the generality of the foregoing, where there is more than one Guarantor any reference to the Guarantor refers to each and every one of the Guarantors, and any word importing a person shall include a corporation, partnership and any other entity.
21. If this Guarantee is executed by more than one party, the liability of each of the Guarantors hereunder shall be joint and several.
22. This Guarantee shall extend to and enure to the benefit of the successors and assigns of the Bank, and shall be binding upon the Guarantor and the respective heirs, executors, administrators, estate trustees, legal personal representatives, successors and assigns of the Guarantor. Provided that the Guarantor may not assign its obligations and liabilities under this Guarantee without the prior written consent of the Bank.
23. No invalidity, irregularity or unenforceability by reason of any bankruptcy or similar law or any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the liability of the Customer to the Bank or of any security therefore, shall affect, impair or be a defense to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
24. The Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Indebtedness guaranteed hereby and this agreement.
25. All payments made by the Guarantor to the Bank pursuant to this Guarantee shall be made free and clear of and without deduction for or withholding of any and all present and future taxes, levies, imposts, deductions, stamp taxes, charges and withholdings with respect thereto. If any such amount is deducted or withheld from any payment to the Bank, then the Guarantor shall promptly remit to the Bank, in the currency in which such payment is to be made, the equivalent of the amount so deducted or withheld together with relevant receipts addressed to the Bank.
26. With respect to any portion of the indebtedness secured hereby which is payable in a currency other than Canadian currency (the "**Foreign Currency Obligation**"), the following provisions shall apply:

- (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "**Foreign Currency**") in such form as shall be customary at the time of payment for settlement of international payments in Calgary, Alberta without set-off, compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.
- (b) The Guarantor shall hold the Bank harmless from any loss incurred by the Bank arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof.
- (c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("**Canadian dollars**"), the rate of exchange used shall be that at which the Bank could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

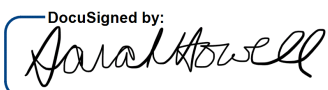
The obligation of the Guarantor in respect of any Foreign Currency Obligation due by it to the Bank hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Bank of any sum adjudged to be so due in Canadian dollars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

- 27. All the rights, powers and remedies of the Bank hereunder and under any other agreement now or at any time hereafter in force between the Bank and the Guarantor shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Bank at law or in equity.
- 28. The parties hereto waive all benefit of division and discussion.
- 29. This Guarantee shall be construed, interpreted and enforced in accordance with the laws of the Province of Alberta and shall be deemed to have been made in such Province and to be performed there, and the Courts of such Province shall have jurisdiction over all disputes which may arise under this Guarantee, provided that nothing herein contained shall prevent the Bank from proceeding at its election against the Guarantor in the courts of any other province or country.
- 30. The Guarantor acknowledges receipt of a copy of this Guarantee and hereby waives its right to receive a copy of the Financing Statement or Financing Change Statement as may be registered by the Bank.
- 31. The Guarantor shall do, execute and deliver or shall cause to be done, executed and delivered all such further acts, documents and things as Bank may reasonably request for the purpose of giving effect to this Guarantee.

32. This Guarantee may be signed electronically, including through DocuSign and similar applications. This Guarantee may be signed in any number of counterparts (including counterparts by scanned or electronic signature) and each counterpart will be deemed an original; taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart was signed electronically) and electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Guarantee are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

**DATED** as of November 30, 2022.

**COMFORT FOOD TML 2 OS LTD.**

By:   
C3D5467ACEA2499...  
Authorized Signatory

I have authority to bind this corporation.



THIS IS EXHIBIT "D" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

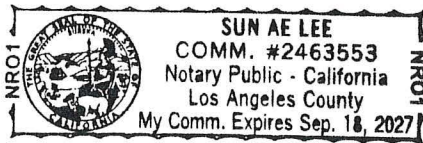
See attached  
A Notary Public, etc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 2024, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'David Kenneth Henry', written over a horizontal line.

## GUARANTOR LOAN AND SECURITY DOCUMENTS

### FILM PRODUCTION SECURITY AND ASSIGNMENT AGREEMENTS

<b>Name of BOH Debtor</b>	<b>Date of Agreement</b>	<b>Tax Credits</b>
Comfort Food TML 2 OS Ltd.	November 30, 2022	Canadian Film or Video Production tax credit Ontario Film and Television and/or OCASE tax credit
Art of Forensics TML 1 MS Ltd.	December 9, 2022	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
Transformative CEOs 7 MS Ltd.	December 9, 2022	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
Transformative CEOs 8 MS Ltd.	January 6, 2023	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
Transformative CEOs 9 MS Ltd.	June 7, 2023	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
Uncommon Beauty 2 MS Ltd.	December 15, 2022	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
Secrets of Seafood 2 MS Ltd.	January 12, 2023	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
Secrets of Seafood 3 MS Ltd.	May 5, 2023	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
Secrets of Seafood 4 MS Ltd.	January 6, 2023	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
That Fishing Show 2 MS Ltd.	January 16, 2023	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit

Jobs of Tomorrow 3 MS Ltd.	March 22, 2023	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
Jobs of Tomorrow 4 MS Ltd.	June 2, 2023	Canadian Film or Video Production tax credit Manitoba Film and Video Production (cost-of-production) tax credit
The Beautiful Game 1 OS Ltd.	April 24, 2023	Canadian Film or Video Production tax credit Ontario Film and Television and/or OCASE tax credit
Breaking Down Barriers 1 OS Ltd.	May 8, 2023	Canadian Film or Video Production tax credit Ontario Film and Television and/or OCASE tax credit
Flow 1 OS Ltd.	May 8, 2023	Canadian Film or Video Production tax credit Ontario Film and Television and/or OCASE tax credit

**FILM PRODUCTION SECURITY AND ASSIGNMENT AGREEMENT  
(Federal and Ontario Tax Credits)**

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

**FROM:           COMFORT FOOD TML 2 OS LTD. (the "Debtor")**

**DATED as of:   November 30, 2022**

**WHEREAS:**

- A. Pursuant to a loan and security agreement (the "LSA") dated as of November 30, 2022, as same may be amended or replaced from time to time, between the Bank and Trivium Media Ltd. (the "Borrower"), the Bank has agreed to advance to the Borrower certain sums as set out therein (the "Loan") to assist in the financing of the production and distribution of Canadian productions being produced by subsidiary production companies of the Borrower.
- B. The Debtor is a subsidiary production company of the Borrower producing the production season II of the series currently entitled "Comfort Food (II)" (the "Production") who will be entitled to receive proceeds of the Loan to produce and distribution the Production.
- C. Contemporaneously with the execution of this Agreement, the Debtor is executing an unlimited guarantee in favour of the Bank as security for the repayment of the Loan (the "Guarantee").
- D. The Debtor is or shall be entitled to receive certain monies relating to the production of the Production as a result of tax credits ("Tax Credits") to be received from: (i) the Canadian Film or Video Production tax credit program administered by the Canada Revenue Agency ("CRA") and Canadian Heritage through the offices of the Canadian Audio-Visual Certification Office ("CAVCO") resulting from the qualification of the Production as a "Canadian Film or Video Production" pursuant to the *Income Tax Act* (Canada) and the regulations thereto (the "Federal Tax Credit Rules"); and (ii) the Ontario Film and Television tax credit program and/or Ontario Computer Animation & Special Effects tax credit program both of which are jointly administered by Ontario Creates ("OCr"), an agency of the Ministry of Tourism, Culture and Sport (the "Ministry") and collectively with CAVCO, OCr and the CRA, the "Tax Credit Authorities") and the CRA resulting from the qualification of the Production as an "Eligible Ontario Production" in Ontario pursuant to the *Taxation Act* (Ontario) and the regulations thereto (the "Ontario Tax Credit Rules", and collectively with the Federal Tax Credit Rules, the "Tax Credit Rules").
- E. The Debtor has agreed to enter into this Film Production Security Agreement (the "Agreement") to grant to the Bank a first priority security interest in the Collateral (as defined below) including granting a security interest in all of its rights in and to the Tax Credits, which, with the Guarantee, is security for the payment, performance and discharge of any and all obligations, liabilities and indebtedness of the Borrower to the Bank (including interest thereon) from time to time, whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred, liquidated or unliquidated, as principal or as surety, and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again alone or with others, of whatsoever nature or kind, in any currency, or otherwise under or in respect of agreements or dealings between the Borrower or the Debtor and the Bank, including the LSA, the Guarantee or agreements or dealings between the Bank and any person by which the Bank may be or become in any manner whatsoever a creditor of the Borrower or the Debtor, together with all expenses, including

accounting and legal fees, incurred by the Bank, its receiver or agent in connection with the negotiation, preparation and enforcement of security or other agreements relating to such obligations, liabilities and indebtedness (collectively, the "Indebtedness").

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the parties hereto hereby agree as follows:

## **1. GRANT OF SECURITY INTEREST**

- 1.1 Debtor grants to the Bank, by way of security interest, mortgage, pledge, charge, assignment and transfer, a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:
- (a) all of the assets, undertaking and personal property of the Debtor relating to the Production, including all right, title and interest of the Debtor in and to the property described in Schedule "A" (the "Production Collateral");
  - (b) all debts, claims, demands, monies and other rights, securities and choses in action of the Debtor relating to the Production (collectively, the "Contract Rights") including all accounts receivable and other book debts now or hereafter to become due to the Debtor, amounts on account of fees, overhead allowances and other line items contained in the budget for the Production, any rebates payable by any suppliers of services related to the Production, and all books and accounts, letters, invoices, paper and documents in any way evidencing or relating to the Contract Rights;
  - (c) any government rebates, tax credits, guarantees, subsidies, loans or other incentives now or in future payable to the Debtor, if any, in connection with the development, production, completion and delivery of the Production, including (i) all rebates and refunds payable in respect of income tax, goods and services tax, harmonized sales tax, provincial sales tax and withholding tax and (ii) the Tax Credits;
  - (d) any tax refunds which the Debtor is expecting to receive as a result of its claims for the Tax Credits (the "Tax Credit Refunds");
  - (e) all Inventory of whatever kind and wherever situate;
  - (f) all Equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
  - (g) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
  - (h) all lists, records and files relating to Debtor's customers, clients and patients;

- (i) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
  - (j) all contractual rights and insurance claims;
  - (k) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property");
  - (l) all property described in Schedule "C" or any schedule now or hereafter annexed hereto; and
  - (m) all Proceeds of the foregoing, including Proceeds of Proceeds.
- 1.2 The Security Interest shall not extend or apply to, and the Collateral shall not include: (a) any property of the Debtor that constitutes consumer goods for the personal use of the Debtor; or (c) the last day of the term of any lease, oral or written, or agreement therefor now held or hereafter acquired by the Debtor, provided that upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign and dispose of the same to any person acquiring such term.
- 1.3 The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "Proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (Alberta), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is referred to herein as the "PPSA"; provided, however, that the term "Goods" when used herein shall not include "consumer goods" of the Debtor as that term is defined in the PPSA, the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Agreement and the term "Investment Property", if not defined in the PPSA, shall be interpreted according to its meaning in the *Personal Property Security Act* (Alberta). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".
- 1.4 The Security Interest granted hereby secures payment and performance of the Indebtedness. If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment thereof.

## **2. ATTACHMENT**

- 2.1 The Debtor acknowledges and confirms that: (a) the Debtor and the Bank intend the Security Interest in existing Collateral to attach upon the execution of this Agreement; (b) value has been given; (c) the Debtor has rights in such existing Collateral; and (d) the Debtor and the Bank intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Debtor acquires rights in the said after acquired Collateral.

## **3. ASSIGNMENT OF TAX CREDIT REFUNDS**

- 3.1 In order to facilitate the repayment of the Indebtedness, the Debtor hereby absolutely and unconditionally transfers and assigns to the Bank all of its right, title and interest in and to:

- (a) the Tax Credit Refunds which shall be deposited into the collection account 00009-003-103-691-2 (the "Debtor's Collection Account") in the name of the Debtor held at the Royal Bank of Canada; and
- (b) all records, files, charts, books, accounts, letters, papers, agreements and other documents of any nature whatsoever recording, evidencing or relating, in each case, to the Tax Credit Refunds.

3.2 The Debtor agrees that if it receives any payment from any person which has been assigned to the Bank in connection with the Tax Credits, the Tax Credit Refunds or any proceeds thereof, such payment shall, in each case, be received in trust for the benefit of the Bank, shall be segregated from other funds and property held by the Debtor, and shall be immediately paid over to the Bank, or as the Bank may direct, in the same form as so received, together with any and all necessary endorsement(s).

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 The Debtor represents and warrants and, so long as this Agreement remains in effect, shall be deemed to continuously represent and warrant, to the Bank that:

- (a) it is a corporation duly incorporated and validly existing under the laws of the Province of Alberta, extra-provincially registered in the Province of Ontario, and is duly registered or qualified to carry on business in the Provinces of Alberta and Ontario;
- (b) it has the power and capacity necessary to authorize the execution, delivery and performance by it of this Agreement and to grant the Security Interest as collateral security for the Indebtedness;
- (c) the execution, delivery and performance by it of this Agreement, its obligations hereunder, the creation and grant of the Security Interest as collateral security for the Indebtedness and any assignment of the Debtor's rights in the Collateral to the Bank have been duly authorized by all necessary actions, do not violate its constating documents or any applicable laws and will not result in a breach of any agreements to which it is subject or by which it is bound;
- (d) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement;
- (e) all information, financial or otherwise, supplied to the Bank is true and correct in all material respects and since the date of the last financial statements, no material adverse change in connection with such information has occurred;
- (f) it owns the property, rights and assets to be charged pursuant to the security contemplated hereby, free and clear of any security interests, mortgages, liens, encumbrances, charges, claims, licenses, leases, infringements by third parties or other adverse claims or interests (collectively, "Encumbrances"), other than (x) Encumbrances in favour of the Bank and (y) those Encumbrances described in Schedule "C", if any, each of which, must be subordinated and postponed in favour of the Bank's security interests in a form satisfactory to the Bank;
- (g) all Intellectual Property applications and registrations are valid and in good standing and the Debtor is the owner of the applications and registrations;
- (h) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and



unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;

- (i) it has not previously assigned any part of the Tax Credit Refunds, either absolutely or by way of security, or directed payment of the Tax Credit Refunds to any other person;
- (j) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations;
- (k) each of the Production Agreements (as defined in Schedule "A") have been duly authorized, executed and delivered by the Debtor and constitutes a legal, valid, binding and enforceable obligation of the Debtor and, to the best of the Debtor's knowledge and belief, of each other party thereto, including each counterparty, as applicable, enforceable against it in accordance with its terms, subject, however, to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors rights and to the availability of equitable remedies in enforcement proceedings;
- (l) the Debtor has all necessary rights to develop, produce and deliver the Production and to own the copyright therein;
- (m) neither the Production, nor the dialogue or music synchronized therewith, shall violate or infringe upon any copyright, trademark, trade name, patent, artistic, literary, dramatic, music, personal, civil or property rights, or to the best of the Debtor's knowledge and belief after due inquiry, the rights of privacy of any person, firm or corporation, or constitute a libel or slander of any such person, firm or corporation;
- (n) to the best of the Debtor's knowledge and belief after due inquiry, there is no judgement, decree or order, nor is there any matter, litigation, tax claim, proceeding or dispute pending or threatened against or affecting the Debtor or its property, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to receive the Tax Credit Refunds expected, exercise any of its Contract Rights or its ability to perform any of its obligations under the Production Agreements;
- (o) with respect to the entitlement of the Debtor to receive any Tax Credit Refunds:
  - (i) it has complied with all requirements for the Tax Credits and the applications therefore are true and correct in all material respects;
  - (ii) there is no existing right of set-off, off-set, counterclaim, claim or compensation of any kind enuring to the Tax Credit Authorities or any other agency of the Crown with respect to any part of the Tax Credit Refunds;
  - (iii) it has not made any omission or incorrect statement for the purposes of obtaining the Tax Credit Refunds;
  - (iv) the Debtor satisfies all eligibility requirements to receive the Tax Credit Refunds in accordance with the Tax Credit Rules; and
  - (v) the Production satisfies all eligibility requirements to qualify for the Tax Credits in accordance with the Tax Credit Rules; and

- (p) it has filed all federal, provincial, municipal or other governmental tax returns required to be filed under all applicable laws and has paid all taxes due on such returns.

4.2 The representations and warranties made by the Debtor contained in this Agreement or made in connection herewith shall survive the execution, suspension or termination of this Agreement.

## **5. COVENANTS AND AGREEMENTS**

5.1 The Debtor covenants and agrees with the Bank that so long as this Agreement remains in effect:

- (a) to maintain its corporate existence and registration to carry on business in any jurisdiction in which it carries on business or owns tangible or intangible property;
- (b) to comply in all material respects with all applicable laws;
- (c) to provide the Bank with prompt written notice of any event which constitutes, or which, with the giving of notice, lapse of time, or both would constitute a breach of any covenant or any other term or condition of this Agreement;
- (d) to give the Bank 30 days' prior notice in writing of any intended change in the name of the Debtor;
- (e) to keep the Collateral in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by the Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by the Bank; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- (f) to carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral, and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest;
- (g) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of the Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "C" or hereafter approved in writing by the Bank, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of the Bank; provided always that, until default by the Debtor or demand by the Bank, the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and, subject to Section 8.1 – Collection of Debts, use Money available to the Debtor; provided further that, until default by the Debtor or demand by the Bank, the Debtor may dispose of the Collateral in the ordinary course of business and on commercially reasonable terms provided that if the amounts on or in respect of the Collateral or Proceeds thereof shall be paid to the Debtor, the Debtor shall

receive the same in trust for the Bank and forthwith pay over the same to the Bank upon request;

- (h) to prevent any Collateral, save Inventory and other Collateral sold or leased in the ordinary course of business as permitted hereby, from being or becoming an accession to other property not covered by this Agreement;
- (i) to insure and keep fully insured all its property and assets, including the Collateral, against such perils and risks and in such manner as would be customarily insured by a prudent owner of similar property and assets and in such additional amounts and against such additional perils and risks as the Bank may from time to time direct, with loss payable to the Bank and the Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to the Bank on request;
- (j) to file all material tax returns which are to be filed by it from time to time no later than 90 days within its financial year end to pay or make provision for payment of all taxes, rates, levies, assessments and other charges of every nature, including interest and penalties, and any other priority claims which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Collateral as and when the same become due and payable, and to provide adequate reserves for the payment of any such taxes, rates, levies, assessments and other charges, the payment of which is being contested;
- (k) to permit the Bank, after demand under the LSA or the Guarantee or default under this Agreement, to notify any Account Debtor of the Debtor of the Security Interest, require such Account Debtor to make payment to the Bank, take control of any Proceeds of Collateral and may hold all amounts received from any Account Debtor and any Proceeds as part of the Collateral and as security for the Indebtedness;
- (l) to do, observe and perform all of its respective obligations and do all matters and things necessary or expedient to be done, preserved or performed under or by virtue of any agreement pertaining to the Production including the Production Agreements, the Tax Credit Applications (as defined below) and the Tax Credit Rules;
- (m) not to, without the prior written consent of the Bank, enter into, cause, permit or consent to any material amendment or variation of, or waive any provision the Tax Credit Application relating to such Tax Credit Refund;
- (n) not to, without the prior written consent of the Bank, assign, charge, transfer, grant, create, assume or suffer to exist any Encumbrance upon, or assign or transfer as security, or pledge or hypothecate as security, any of the Collateral, including its rights in any Production Agreement;
- (o) to permit the Bank and its representatives and agents, at the Debtor's expense, to: visit and inspect the Debtor's premises, properties and assets relating to the Collateral; examine and make copies of the Debtor's records or other information relating to the Collateral; and discuss the Debtor's affairs with its auditors, counsels and other professional advisors;
- (p) to provide the Bank with prompt written notice of:
  - (i) any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's business or the Collateral;
  - (ii) the details of any significant acquisition of the Collateral;
  - (iii) the details of any claims or litigation affecting the Debtor or the Collateral, any loss or damage to the Collateral;

- (iv) any material default by any Account Debtor in payment or other performance of its obligations with respect to the Collateral;
- (v) the return to or repossession by the Debtor of any Collateral;
- (vi) any event which constitutes, or which, with the giving of notice, lapse of time, or both would constitute a material breach of any covenant or any other term or condition of this Agreement, the LSA or the Guarantee, as applicable,
- (vii) any non-compliance by the Debtor of any environmental laws or any release from the land of by the Debtor of a contaminant into the natural environment,
- (viii) any proceedings or litigation threatened or commenced against the Debtor in any jurisdiction,
- (ix) the details of any claim made under the E&O Insurance Policy;
- (x) any material adverse change in its financial position or operations,
- (xi) any material failure by any party to a Production Agreement, including the Debtor or any counterparty, to perform its obligations thereunder;
- (xii) any event which would materially adversely affect the Production, including any event which would delay the completion and delivery of the Production, the acceptance of delivery of the Production by any counterparty, the ability of the Production to qualify for the Tax Credits or, if the Debtor is entitled to receive the Tax Credit Refunds, the ability of the Debtor to satisfy the eligibility requirements for the Tax Credits, or
- (xiii) any event which would materially adversely affect the Bank's ability to be repaid in a timely manner;
- (q) not to, without the prior written consent of the Bank, cause, permit or consent to the amendment or variation of, or waive any provision of, or terminate, give notice of exercise of right to terminate, or give notice of any intention not to renew, any Production Agreement pursuant to the terms thereof or otherwise if doing so would have a material adverse effect on the Production;
- (r) not to, without the prior written consent of the Bank, merge, amalgamate, consolidate or otherwise enter into any other form of business combination with any other Person;
- (s) except as permitted under the terms of the LSA, not to, without the prior written consent of the Bank, cause or permit any change in the ownership of its share capital or equity interests;
- (t) in regards to the Debtor's entitlement to receive the Tax Credit Refunds:
  - (i) to complete and submit, in a timely manner, to all applicable Tax Credit Authorities and all other fiscal authorities, its application or applications (collectively, the "Tax Credit Applications") for all available and applicable tax credits and government incentive programs, including the Tax Credits;
  - (ii) to provide the Bank with copies of any confirmation by the Tax Credit Authorities of receipt of the Tax Credit Applications;
  - (iii) to obtain and provide the Bank with a copy of all eligibility certificates available from the Tax Credit Authorities, including:
    - (1) in the case of the Federal Tax Credit, the Part "A" certificate issued by CAVCO; and

- (2) in the case of any Ontario Tax Credit, the eligibility certificate issued by OCr;
- (iv) to co-operate in all respects with requests by the Tax Credit Authorities for documents or other information relating to the Tax Credits;
- (v) to produce the Production in accordance with the Tax Credit Rules at the time that the Tax Credit Applications are reviewed;
- (vi) to prepare and file the Debtor's federal and provincial income tax returns on a timely basis in respect of any taxation year for which the Tax Credits may be claimed (the "Tax Returns");
- (vii) to claim the maximum permitted amount of the Tax Credits in the Tax Returns;
- (viii) to provide the Bank with copies of all Tax Returns and related filings with the Tax Credit Authorities as well as copies of all notices of assessments, notices of reassessments and all similar documents issued by any government in relation to the Tax Returns and the Tax Credits;
- (ix) not to make any material amendments the Tax Credit Applications, the Tax Returns or related filings without the prior written consent of the Bank;
- (x) to select a fiscal year end satisfactory to the Bank for purposes of maximizing the amount of the Tax Credit Refunds;
- (xi) to provide such documentation as may reasonably be required by the Bank to facilitate the assignment to the Bank of the Tax Credit Refunds, including all documentation required to be provided under the LSA;
- (xii) to set up through the "manage direct deposit" in My Business Account with CRA that all corporate refunds, including all Tax Credit Refunds but specifically excluding GST refunds, will be directly paid to the Debtor's Collection Account and to not, without the prior written consent of the Bank, amend, cancel or replace the establishment of this direct deposit;
- (xiii) to conduct business in such manner so as to not adversely affect its right to obtain the Tax Credit Refunds;
- (xiv) to provide the Bank with written authorization to communicate with the Tax Credit Authorities and all other applicable authorities concerning the Tax Returns, the claim for the Tax Credits and the Tax Credit Refunds in such circumstances as the Bank may have reasonable concerns in respect of the amount and recovery of the Tax Credits and the Tax Credit Refunds; and
- (xv) to the extent of any portion of any Tax Credit Refund is paid by a Tax Credit Authority or other fiscal authority to the Debtor, to hold such amount in trust for the Bank in a segregated account, without co-mingling with any other funds of the Debtor, and immediately pay such amount to the Bank or as the Bank may direct;
- (u) to notify the Bank promptly of any change in the information set out in the Schedules;
- (v) to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, financing statement, financing change statement, transfer, assignment, assurance, document, instrument, matter and thing (including further Schedules hereto) as the Bank may reasonably require for the better granting, mortgaging, charging, assigning and transferring unto the Bank the property and assets hereby subjected or intended to be subject to the Security Interest or which the Debtor may

hereafter become bound to mortgage, charge, assign, transfer or subject to the Security Interest in favour of the Bank and for the better accomplishing and effectuating of this Agreement and the provisions contained herein and any senior vice president of the Bank is irrevocably appointed attorney to execute in the name and on behalf of the Debtor any document or instrument for the said purposes and to pay all costs for searches and filings in connection therewith;

- (w) to deliver to the Bank from time to time promptly upon request:
  - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
  - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
  - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
  - (iv) all policies and certificates of insurance relating to Collateral; and
  - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may reasonably request.
- (x) to permit the Bank at any time, either in person or by agent, to inspect the Debtor's books and records pertaining to the Collateral;
- (y) to, at all times upon request by the Bank, furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request including lists of sales, distribution reports, the amounts owing upon each Account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the Accounts;
- (z) to furnish to the Bank such other information in respect of the Production and the operations of the Debtor as the Bank may, from time to time, reasonably request;
- (aa) to do, observe, and perform all of its obligations in all matters and things necessary or expedient to be done, preserved or performed under or by virtue of any Production Agreement in order to preserve, protect, and maintain all of the rights of the Debtor and the Bank thereunder and shall not suffer or permit any default for which any such Production Agreement might be terminated or for which any other party thereto might be relieved of any of its obligations thereunder or for which any obligation of any such party thereunder might be reduced;
- (bb) to advise the Bank as to the date upon which all terms of the Production Agreements have been satisfied and the dates upon which the Production has been delivered to the counterparty; and
- (cc) if the Debtor receives any payment of any amount that has been assigned to the Bank, to deliver such payment forthwith to the Bank in the form received, together with all necessary and appropriate endorsements, and until so delivered the Debtor shall hold such payment in trust for the exclusive benefit of the Bank and shall not co-mingle it with other funds or property of the Debtor.

5.2 The Debtor agrees that it will appear in and defend, at its sole cost and expense, any and all claims, suits, actions, or proceedings of any nature under or concerning the Collateral or any part thereof in which rights are asserted or alleged that are inconsistent with, adverse to or in derogation of any of the rights herein conveyed or agreed to be conveyed to the Bank. The Bank is also empowered,

but has no obligation, to bring, prosecute, defend and appear in claims, suits, actions and proceedings of any nature under or concerning all copyrights in and to the Production which have been mortgaged, charged, assigned or granted to it hereunder as collateral security for the Indebtedness and all renewals thereof, or concerning any infringement of any such copyright or renewal copyright, or interference with any of the rights granted to the Bank under said copyrights or renewals thereof, in its own name or in the name of the copyright proprietor and at its option, the Bank may join such copyright proprietor, and/or the Debtor as a party in such suit, action or proceeding; any recovery therefrom is assigned to the Bank. The Debtor shall fully indemnify the Bank for all costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs, suffered or incurred by the Bank in connection with any such claims, suits, actions or proceedings.

- 5.3 Upon the earlier of (a) demand by the Bank under the LSA and/or the Guarantee and (b) the occurrence of a default that remains uncured, the Debtor constitutes and appoints any senior vice-president of the Bank its true and lawful attorney-in-fact, as long as the Bank holds its security interest in the Collateral, to register, renew and extend all copyrights in and to the Production and/or any other element of the Collateral, to execute, acknowledge, deliver and record all deeds and documents and to do all acts and things permitted or contemplated by the terms hereof. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

## **6. USE AND VERIFICATION OF THE COLLATERAL**

- 6.1 Subject to compliance with the Debtor's covenants contained herein and Section 8, the Debtor may, until the earlier of (a) demand by the Bank under the LSA and/or the Guarantee and (b) the occurrence of a default that remains uncured, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner that the Bank may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

## **7. SECURITIES AND INVESTMENT PROPERTY**

- 7.1 If the Collateral at any time includes Securities, the Debtor authorizes the Bank to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear of record as the sole owner thereof; provided that, until the earlier of (a) demand by the Bank under the LSA and/or the Guarantee and (b) the occurrence of a default that remains uncured, the Bank shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, the Debtor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Debtor or its order as aforesaid shall thereafter be effective. Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

**8. COLLECTION OF DEBTS**

- 8.1 After demand by the Bank under the LSA and/or the Guarantee or the occurrence of a default that remains uncured, the Bank may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on the Collateral to the Bank. The Debtor acknowledges that any payments on or other proceeds of the Collateral received by the Debtor from any Account Debtor, after demand by the Bank under the LSA and/or the Guarantee whether before or after notification of this Security Interest to such Account Debtor shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

**9. INCOME FROM AND INTEREST ON COLLATERAL**

- 9.1 Until the earlier of (a) demand by the Bank under the LSA and/or the Guarantee and (b) the occurrence of a default that remains uncured, the Debtor reserves the right to receive any Money constituting income from or interest on the Collateral and if the Bank receives any such Money prior to default, the Bank shall either credit the same against the Indebtedness or pay the same promptly to the Debtor.
- 9.2 After the earlier of (a) demand by the Bank under the LSA and/or the Guarantee and (b) the occurrence of a default that remains uncured, the Debtor will not request or receive any Money constituting income from or interest on the Collateral and if the Debtor receives any such Money without any request by it, the Debtor will hold same in trust for, and pay same promptly to, the Bank.

**10. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS**

- 10.1 Whether or not the Bank has demanded repayment under the LSA and/or the Guarantee or a default has occurred, the Debtor authorizes the Bank:
- (a) to receive any increase in or profits on the Collateral (other than Money) and to hold the same as part of the Collateral (and Money so received shall be treated as income for the purposes of Section 9 and dealt with accordingly); and
  - (b) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of any Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of the Collateral.
- 10.2 If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to the Bank to be held by the Bank as herein provided.

**11. DISPOSITION OF MONEY**

- 11.1 Subject to any applicable requirements of the PPSA, all Money collected or received by the Bank pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of Indebtedness in such manner as the Bank deems best or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Bank hereunder, and any surplus shall be accounted for as required by law.

**12. TAX CREDIT POWER OF ATTORNEY**

- 12.1 During the term of this Agreement, from and after the date the rights and remedies of the Bank become enforceable, so long as any Indebtedness is outstanding and in addition to any covenants of the Debtor contained in herein and in the Guarantee, the Debtor irrevocably nominates, constitutes, and appoints the Bank by any designated officer of the Bank to act and perform the following as the Debtor's true and lawful attorney, in accordance with the provisions of laws of the



province in which the Debtor is incorporated, in connection with the Tax Credit Applications, the Tax Returns and the Tax Credit Refunds:

- (a) If within six (6) months of the Debtor's fiscal year-end (i) any Tax Credit Application and/or Tax Return has not been filed or (ii) a chartered accountant firm has not been appointed by the Debtor to prepare and finalize any Tax Credit Application and/or Tax Return, to appoint a firm of chartered accountants, at the sole expense of the Debtor, to audit expenses incurred by the Debtor with respect to the production costs of the Production and to do all things necessary in connection therewith, including reviewing the Debtor's books and records, the Bank's records and all other documents relating to the Production;
  - (b) if within six (6) months of the Debtor's fiscal year-end, any Tax Credit Application and/or Tax Return has not been filed, to receive, sign, execute, deliver and file with the applicable Tax Credit Authority, on behalf of the Debtor, all documents necessary to obtain payment in the Bank's favour of any amounts payable to the Debtor in respect of the applicable Tax Credit Refund, including the applicable Tax Credit Application and Tax Return;
  - (c) at any time that any portion of the Indebtedness remains unpaid, to communicate with any Tax Credit Authority regarding any and all matters pertaining to the Debtor, its principals, affiliates or subsidiaries and the Production and to obtain from such Tax Credit Authority information, including any personal and/or confidential information relating to the Debtor, its principals, affiliates and subsidiaries and the Production, provided such information relates to the Production and/or the Tax Credit Refunds; and
  - (d) at any time that any portion of the Indebtedness remains unpaid, to endorse, on behalf of the Debtor, any cheques issued to the Debtor in connection with the Tax Credit Refunds.
- 12.2 The Debtor authorizes each Tax Credit Authority to release all information, including any personal and/or confidential information relating to the Debtor, its principals, affiliates and subsidiaries and the Production, that the Bank, as the Debtor's attorney, may request pursuant to this power of attorney, provided such information relates to the Production and/or the Tax Credit Refunds.
- 12.3 The Debtor hereby agrees and directs that the Bank shall be fully and completely indemnified against all claims, actions and costs which may be incurred by or imposed on the Bank in connection with the exercise of this power of attorney undertaken by it in good faith, except where due to the gross negligence or wilful misconduct of the Bank or its representatives.
- 12.4 This power of attorney shall continue in force and valid until the Bank gives written notice to the Debtor that all obligations of the Borrower under the LSA have been satisfied in full.

### **13. DEFAULT**

- 13.1 The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":
- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement between Debtor and the Bank;
  - (b) the failure of the Debtor to observe or perform any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not;
  - (c) the bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by the Debtor; the

appointment of a receiver or trustee for the Debtor or for any assets of the Debtor or the institution by or against the Debtor of any other type of insolvency proceeding under the *Bankruptcy and Insolvency Act* (Canada) or otherwise;

- (d) the institution by or against the Debtor of any formal or informal proceeding for the dissolution, liquidation of, settlement of claims against or winding up of affairs of the Debtor;
  - (e) if any Encumbrance affecting the Collateral becomes enforceable against the Collateral;
  - (f) if the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
  - (g) if any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if distress or analogous process is levied upon the assets of the Debtor or any part thereof;
  - (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including the representations and warranties contained herein) or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Bank at or prior to the time of such execution
  - (i) the Debtor defaults in the observance or performance of any provision in any Production Agreement enabling any other party to such Production Agreement to terminate such Production Agreement; or
  - (j) the Debtor materially defaults in the observance or performance of any provision relating to indebtedness of the Debtor to any creditor other than the Bank and thereby enables such creditor to demand payment of such indebtedness.
- 13.2 The Bank may in writing waive any breach by the Debtor of any of the provisions contained herein or any default by the Debtor in the observance or performance of any covenant or condition required by the Bank to be observed or performed by the Debtor; provided that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom.

#### **14. ACCELERATION**

- 14.1 The Bank, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if the Bank considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.

#### **15. REMEDIES OF THE BANK**

- 15.1 Upon default, the Bank may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Bank or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver

and manager) of the Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of the Debtor and not the Bank, and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on the Debtor's business or as security for loans or advances to enable the Receiver to carry on the Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Bank, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Bank. Every such Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank.

- 15.2 Upon default, the Bank may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing Section 15.1.
- 15.3 The Bank may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Bank may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Bank may seem reasonable.
- 15.4 In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Bank and in addition to any other rights the Bank may have at law or in equity, the Bank shall have, both before and after default, all rights and remedies of a secured party under the PPSA. Provided always, that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Bank shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in the Bank's possession and shall not be liable or accountable for failure to do so.
- 15.5 The Debtor acknowledges that the Bank or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from the Bank or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- 15.6 The Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by the Bank or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating the Debtor's accounts, in enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

- 15.7 The Bank will give the Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- 15.8 Upon default and receiving written demand from the Bank, the Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever the Bank directs, including to the Bank. The Debtor appoints any officer or director or branch manager of the Bank upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on the Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- 15.9 The Bank may, but shall not be obligated to, take over the production of the Production. If the Bank takes over production of the Production, the Bank may, subject to the terms of each of the Production Agreements, substitute personnel, cut, edit, score, and make such changes in the Production as it may desire, abandon production of the Production, and be free of any obligation to make any payment in any such event of any fee payable to the Debtor or any officer or director of the Debtor in connection with the production of the Production. The Debtor agrees to waive any right to claim that it sustained any loss or damage by reason or as a result of any action taken by the Bank, provided such action is not negligent nor constitutes wilful misconduct on the part of the Bank.
- 15.10 No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, and any one or more of such remedies may from time to time be exercised independently or in combination.

**16. RIGHTS OF THE BANK**

- 16.1 All payments made in respect of the Indebtedness and money realized from any securities held therefor may be applied on such part or parts of the Indebtedness as the Bank may see fit and the Bank shall at all times and from time to time have the right to change any appropriation of any money received by it and to reapply the same on any other part or parts of the Indebtedness as the Bank may see fit, notwithstanding any previous application by whomsoever made.
- 16.2 If it is expedient in the opinion of the Bank or its counsel to perform any obligation of the Debtor with respect to any Production Agreement or to avoid disputes or delays or otherwise, the Bank is authorized, but shall not be bound or required, to perform such obligation or to employ such persons or parties for such purpose in the name and as the agent of the Debtor; and any amount paid by the Bank in respect thereof, as well as any other costs, damages or expenses incurred by the Bank, shall be added to the Indebtedness and bear interest at the same rate as the Indebtedness and be secured hereby.
- 16.3 The Bank may assign, transfer and deliver to any transferee any of the Indebtedness or any security or any documents or instruments held by the Bank in respect thereof provided that no such assignment, transfer or delivery shall release the Debtor from any of the Indebtedness; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or obligations hereunder without the prior written consent of the Bank

17. **MISCELLANEOUS**

- 17.1 This Agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document or instrument now or hereafter held by the Bank or existing at law, in equity or by statute.
- 17.2 The Debtor hereby authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which the Debtor's business is carried on and Collateral and records relating thereto are situate) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and the Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of the Bank the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- 17.3 Without limiting any other right of the Bank, whenever Indebtedness is immediately due and payable or the Bank has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), the Bank may, in its sole discretion, set off against Indebtedness any and all amounts then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- 17.4 Upon the Debtor's failure to perform any of its duties hereunder, the Bank may, but shall not be obligated to, perform any or all of such duties, and the Debtor shall pay to the Bank, forthwith upon written demand therefor, an amount equal to the expense incurred by the Bank in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.
- 17.5 The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with Collateral and other security as the Bank may see fit without prejudice to the liability of the Debtor or the Bank's right to hold and realize the Security Interest. Furthermore, the Bank may demand, collect and sue on Collateral in either the Debtor's or the Bank's name, at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.
- 17.6 No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Bank may remedy any default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- 17.7 The Debtor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, subject to Section 15.7, notice of any other action taken by the Bank.
- 17.8 Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Agreement shall be made except by

a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

- 17.9 Subject to the requirements of Section 15.7 and 17.10, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of the Bank, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of the Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to the Bank. A Notice that is personally served will be deemed delivered when served. A Notice that is delivered by registered mail will be deemed delivered on the fifth Business Day following mailing. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- 17.10 This Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing Agreement and shall remain in full force and effect until a Senior Vice President of the Bank shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by the Bank, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- 17.11 This Agreement shall be binding upon the Debtor and its successors and assigns including any successor by reason of amalgamation of or any other change in the Debtor and shall enure to the benefit of the Bank and its successors and assigns.
- 17.12 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Bank. If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.
- 17.13 The Bank may provide any financial and other information it has about the Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.
- 17.14 The Debtor acknowledges and agrees that, in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interest granted hereby:
- (a) shall extend and attach to Collateral owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated corporation; and
  - (b) shall secure the Indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Bank at the time of amalgamation and any Indebtedness of the amalgamated corporation to the Bank thereafter arising.

The Security Interest shall attach to "Collateral" owned by each company amalgamating with the Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

- 17.15 The headings used in this Agreement are for convenience only and are not be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. The contents and provisions of the Schedules are hereby incorporated by reference.
- 17.16 Nothing herein contained shall in any way obligate the Bank to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- 17.17 The Security Interest created hereby is intended to attach when this Agreement is signed by the Debtor and delivered to the Bank.
- 17.18 In the event that in any legal proceedings before a competent tribunal, board or commission in any jurisdiction, it is determined that any paragraph or any part of this Agreement is invalid, illegal or unenforceable with respect to any particular transaction or situation, such paragraph or part of this Agreement shall be deemed to be severed from the remainder of this Agreement for the purposes only of that particular legal proceedings in question, and this Agreement shall, in every other aspect, remain in full force and effect.
- 17.19 Nothing contained in this Agreement shall be construed to require the commission of any act contrary to the law and wherever any provisions of this Agreement conflict with any law, statute, ordinance or regulations, then such provisions shall be curtailed or limited to the extent necessary to bring it within the requirements of such law, statute, ordinance or regulation.
- 17.20 No waiver of any term, provision or condition of this Agreement, whether express or implied, whether by conduct or otherwise, in any one or more incidences, shall be valid unless the same shall be in writing and any valid written notice shall not be construed as a further or continuing waiver upon its expressed terms.
- 17.21 This Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Alberta and the Federal laws of Canada applicable therein, as those laws may from time to time be in effect, including where applicable, the *Personal Property Security Act* (Alberta) (as amended or substituted, the "PPSA"). For the purpose of legal proceedings this Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this Agreement and the Debtor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Debtor in the courts of any other Province, country or jurisdiction.
- 17.22 The Debtor acknowledges having received a copy of this Agreement.
- 17.23 The Debtor waives the Debtor's right to receive a copy of any financing statement or financing change statement registered by the Bank or of any verification statement with respect to any financing statement or financing change statement registered by the Bank. (Applies in all PPSA Provinces except Ontario)
- 17.24 The Debtor represents and warrants that the following information is accurate:
- Comfort Food TML 2 OS Ltd.  
260005 Mountain Ridge Place  
Rocky View County, Alberta T4C 2Y1
- 17.25 This Agreement may be executed in separate counterparts by the parties and each counterpart shall when executed and delivered be an original document, but all counterparts put together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission by DocuSign or Portable Document Format (".pdf") shall be equally effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed

counterpart of this Agreement by DocuSign or pdf shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not effect the validity, enforceability, or binding effect of this Agreement.

DATED as of the first date written above.

**COMFORT FOOD TML 2 OS LTD.**

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

I have authority to bind this corporation.



**SCHEDULE "A"****PRODUCTION COLLATERAL**

All rights of the Debtor of every kind and nature, if any, in and to:

1. any or all literary, musical, dramatic or other work of any kind or nature, including the copyright therein, upon which in whole or in part, the Production is or may be based, or from which the Production is or may be adapted or inspired or which may be or has been used or included in the Production including all scripts, scenarios, screenplays, bibles, stories, treatments, novels, outlines, books, titles, concepts, characters, manuscripts or other properties or materials of any kind or nature in whatever state of completion and all drafts, versions and variations thereof (collectively, the "Literary Property");
2. all physical properties of every kind or nature of or relating to the Production and all versions thereof including all physical properties relating to the development, production, completion, delivery, exhibition, distribution, marketing or other exploitation of the Production, and all versions thereof or any part thereof including the Literary Property, exposed film, developed film, positive, negatives, prints, answer prints, special effects, pre-print materials, including interpositives, negatives, duplicate negatives, internegatives, colour reversals, intermediates, lavender, fine grain master prints and matrices and all other forms of pre-print elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised, soundtracks, recordings, audio, video and digital tapes and discs of all types and gauges, cutouts, trims and any and all other physical properties of every kind and nature relating to the Production in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof (collectively, the "Physical Properties");
3. all music and musical compositions created for, used or to be used in connection with the Production including all copyrights therein and all rights to perform, copy, record, re-record, produce, publish, reproduce or synchronize any or all of said music and musical compositions;
4. to the extent necessary or desirable to complete the Production, the PSA and all agreements relating to the development, production, completion and delivery of the Production and all agreements for personal services, including the services of writers, directors, cast, producers, special effects personnel, personnel, animators, cameramen and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, animation services, special effects services and laboratory contracts (the "Production Agreements");
5. any insurance and insurance policies in respect of the Production or the insurable properties thereof and/or any person or persons engaged in the development, production, completion, delivery, exhibition, distribution, marketing or other exploitation of the Production including any production composite or "entertainment package" insurance, comprehensive general liability insurance, umbrella or excess liability insurance, errors and omissions insurance, essential element insurance, key man insurance or political risk insurance and the proceeds thereof;
6. any copyrights, rights in copyright, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, obtained or to be obtained in respect of the Production or the Literary Property or any part thereof, and the right, but not the obligation, to make publication thereof for copyright purposes, to register claim under copyright, and the right, but not the obligation, to renew and extend such copyrights, and the right, but not the obligation, to sue in the name of the Debtor or in the name of the Bank for past, present, and future infringements of copyright;
7. all rights necessary to produce, acquire, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit the Production, the Literary Property and any and all right therein in perpetuity, in any manner and in any media whatsoever now known or hereafter created including all computer driven, digital or optical driven media including CD-ROM, DVD, HD-DVD, Blu-Ray and so called "videogames", throughout the universe including by projection, radio, all forms of television, including free, pay, toll, cable, sustaining,

subscription, sponsored and direct satellite broadcast, in theatres, non-theatrically, on cassettes, cartridges and discs and by any and all other scientific, mechanical or electronic means, methods, processes or devices now known or hereafter conceived, devised or created;

8. all rights necessary to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit the Production, or any rights in the Production including pursuant to agreements between the Debtor and any corporation controlling, controlled by, or under common control with the Debtor (a "Subsidiary") which relate to the ownership, production or financing of the Production;
9. all contract rights and general intangibles which grant to any person any right to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit the Production, or any rights in the Production including all such rights pursuant to agreements between the Debtor and any Subsidiary which relate to the ownership, production or financing of the Production;
10. all rent, revenues, income, compensation, products, increases, proceeds and profits or other property obtained or to be obtained by the Debtor from the production, release, sale, distribution, subdistribution, lease, sublease, marketing, licensing, sub-licensing, exhibition, broadcast, transmission, reproduction, ownership, exploitation or other uses or disposition of the Production, the Literary Property, or any rights therein or part thereof, in any and all media including the Proceeds thereof and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatsoever;
11. any and all accounts, accounts receivable, general intangibles, contract rights, chattel paper, documents, instruments and goods, other than consumer goods for personal use, including inventory, not elsewhere included in this definition, which may arise in connection with the creation, production, completion, delivery, financing, ownership, possession or exploitation of the Production;
12. any and all documents, receipts or books and records, including documents or receipts of any kind or nature issued by any pledgeholder, warehouseperson or bailee, with respect to the Production and any element thereof;
13. all accounts receivable, all contract rights, all general intangibles including all rights to receive the payment of money, or other valuable consideration, all receivables and all other rights to receive the payment of money including under present or future contracts or agreements, whether or not earned by performance, from the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sub-licensing and other exploitation of the Production, the Literary Property or any part thereof or any rights therein in any medium, whether now known or hereafter developed, by any means, method, process, or device in any market including, without limitation, all of the Debtor's right, title and interest in, to and under any of the Production Agreements, including the Debtor's rights to receive payments thereunder, and all other rights to receive film rentals, license fees, royalties and other amounts of every description including from: (a) non-theatrical exhibitors, television networks and stations and airlines, cable television systems, pay television operators, whether on a subscription, per program charge basis or otherwise, and other exhibitors; (b) distributors, subdistributors, lessees, sublessees, licensees and sublicensees, including any Subsidiary; and (c) any other person or entity that distributes, exhibits or exploits the Production or the Literary Property or elements or components of the Production, the Literary Property or rights relating thereto;
14. the title of the Production and all rights to the non-exclusive use thereof including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity;
15. all invention, processes, formula, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, trade dress, trade dress rights, logos, indicia, corporate and company names, business source of business identifiers and renewals and

extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Production, and the right, but not the obligation, to register claim under trademark or patent and to renew and extend such trademarks or patents and the right, but not the obligation, to sue in the name of the Debtor or in the name of the Bank for past, present or future infringement of trademark or patent;

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

**SCHEDULE "B"**

**LOCATIONS OF ASSETS**

**1. Locations of Debtor's Business Operations**

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

340 Legget Drive, Suite 140, Kanata, Ontario, K2K 1Y6

**2. Locations of Records relating to Collateral (if different from 1. above)**

**3. Locations of Collateral (if different from 1. above), including all laboratories and other post-production facilities**

**SCHEDULE "C"**

**ENCUMBRANCES AFFECTING COLLATERAL**

NIL

THIS IS EXHIBIT "E" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

See attached  
A Notary Public, etc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 2024, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'DK Henry', written over a horizontal line.

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

Date of Search: 2024/07/16  
Time of Search: 05:24 PM  
Service Request Number: 42558261  
Customer Reference Number: 05589223-EDD3\_5\_4483749

Corporate Access Number: 2024496875  
Business Number: 710819301  
Legal Entity Name: TRIVIUM MEDIA LTD.  
  
Legal Entity Status: Active  
Alberta Corporation Type: Named Alberta Corporation  
Registration Date: 2022/08/05 YYYY/MM/DD

Registered Office:  
Street: 260005 MOUNTAIN RIDGE PLACE  
City: ROCKY VIEW COUNTY  
Province: ALBERTA  
Postal Code: T4C2Y1  
  
Records Address:  
Street: 260005 MOUNTAIN RIDGE PLACE  
City: ROCKY VIEW COUNTY  
Province: ALBERTA  
Postal Code: T4C2Y1

Email Address: CORPORATE@TAUBLAW.CA

Primary Agent for Service:

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

Directors:

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



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

**Voting Shareholders:**

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

**Details From Current Articles:**

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

**Share** SEE SCHEDULE "A" ATTACHED

**Structure:**

**Share** NO SHARES IN THE CAPITAL OF THE CORPORATION SHALL BE TRANSFERRED  
**Transfers** WITHOUT THE EXPRESS CONSENT OF A MAJORITY OF THE BOARD OF DIRECTORS  
**Restrictions:** TO BE SIGNIFIED BY A RESOLUTION OF THE BOARD OF DIRECTORS.

**Min**

**Number Of** 1

**Directors:**

**Max**

**Number Of** 9

**Directors:**

**Business**

**Restricted** NONE

**To:**

**Business**

**Restricted** NONE

**From:**

**Other**

**Provisions:** SEE SCHEDULE "B" ATTACHED

**Holding Shares In:**

Legal Entity Name
COMFORT FOOD TML 2 OS LTD.
ART OF FORENSICS TML 1 MS LTD.
SIX MONTHS TML OF LTD.
THE BEAUTIFUL GAME 1 OS LTD.
SECRETS OF SEAFOOD 2 MS LTD.
UNCOMMON BEAUTY 2 MS LTD.

PARENTING 911 2 OS LTD.
TRANSFORMATIVE CEOS 7 MS LTD.
SECRETS OF SEAFOOD 4 MS LTD.
TRANSFORMATIVE CEOS 8 MS LTD.
THAT FISHING SHOW 2 MS LTD.
FLOW 1 OS LTD.
BREAKING DOWN BARRIERS 1 OS LTD.
JOBS OF TOMORROW 3 MS LTD.
SECRETS OF SEAFOOD 3 MS LTD.

### Other Information:

#### Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2023	2023/08/28

#### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/08/05	Incorporate Alberta Corporation
2022/08/05	Update Business Number Legal Entity
2022/10/25	Change Address
2022/10/25	Change Agent for Service
2023/08/28	Enter Annual Returns for Alberta and Extra-Provincial Corp.

#### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/08/05
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/08/05

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



THIS IS EXHIBIT "F" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

See attached  
A Notary Public, etc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 2024, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature \_\_\_\_\_

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

Date of Search: 2024/07/16  
Time of Search: 05:09 PM  
Service Request Number: 42558180  
Customer Reference Number: 05589160-EDD3\_5\_4483664

Corporate Access Number: 2024540433  
Business Number: 705738201  
Legal Entity Name: COMFORT FOOD TML 2 OS LTD.  
  
Legal Entity Status: Active  
Alberta Corporation Type: Named Alberta Corporation  
Registration Date: 2022/08/26 YYYY/MM/DD

Registered Office:  
Street: 260005 MOUNTAIN RIDGE PLACE  
City: ROCKY VIEW COUNTY  
Province: ALBERTA  
Postal Code: T4C2Y1  
  
Records Address:  
Street: 260005 MOUNTAIN RIDGE PLACE  
City: ROCKY VIEW COUNTY  
Province: ALBERTA  
Postal Code: T4C2Y1

Email Address: CORPORATE@TAUBLAW.CA

Primary Agent for Service:

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

Directors:

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

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

**Voting Shareholders:**

**Legal Entity Name:** TRIVIUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

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

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/08/31

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/08/26	Incorporate Alberta Corporation
2022/08/26	Update Business Number Legal Entity
2022/09/30	Change Address
2022/09/30	Change Director / Shareholder
2022/09/30	Change Agent for Service
2023/08/31	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

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

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



Ministry of Public and  
Business Service Delivery

## Profile Report

COMFORT FOOD TML 2 OS LTD. as of July 16, 2024

Act	Corporations Information Act
Type	Extra-Provincial Domestic Corporation with Share
Name	COMFORT FOOD TML 2 OS LTD.
Ontario Corporation Number (OCN)	1000324541
Governing Jurisdiction	Canada - Alberta
Incorporation/Amalgamation Date	August 26, 2022
Registered or Head Office Address	260005 Mountain Ridge Pl, Rocky View County, Alberta, T4C2Y1, Canada
Status	Refer to Governing Jurisdiction
Date Commenced in Ontario	August 26, 2022
Principal Place of Business	[Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



#### Chief Officer or Manager

There are no chief officer or managers on file for this corporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Corporate Name History

Refer to Governing Jurisdiction

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Ari M. TAUB	October 05, 2022
CIA - Initial Return PAF: Ari M. TAUB	September 29, 2022

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

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

Date of Search: 2024/07/16  
Time of Search: 05:09 PM  
Service Request Number: 42558158  
Customer Reference Number: 05589157-EDD3\_5\_4483660

Corporate Access Number: 2024551802  
Business Number: 704956408  
Legal Entity Name: ART OF FORENSICS TML 1 MS LTD.  
  
Legal Entity Status: Active  
Alberta Corporation Type: Named Alberta Corporation  
Registration Date: 2022/08/31 YYYY/MM/DD

Registered Office:  
Street: 260005 MOUNTAIN RIDGE PLACE  
City: ROCKY VIEW COUNTY  
Province: ALBERTA  
Postal Code: T4C2Y1  
  
Records Address:  
Street: 260005 MOUNTAIN RIDGE PLACE  
City: ROCKY VIEW COUNTY  
Province: ALBERTA  
Postal Code: T4C2Y1

Email Address: CORPORATE@TAUBLAW.CA

Primary Agent for Service:

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

Directors:

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

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

**Voting Shareholders:**

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

**Legal Entity Name:** TRIVIUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

The information in this legal entity table supersedes equivalent electronic attachments

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/09/05

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
------------------------	----------------

2022/08/31	Incorporate Alberta Corporation
2022/08/31	Update Business Number Legal Entity
2022/10/03	Change Address
2022/10/03	Change Agent for Service
2022/10/03	Change Director / Shareholder
2023/09/05	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/08/31
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/08/31
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/08/31

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







## File Summary

**Registry No :** 10144517  
**Entity Name :** ART OF FORENSICS TML 1 MS LTD.

As of : 16-Jul-2024

**Entity Name :** ART OF FORENSICS TML 1 MS LTD.  
**Registry No :** 10144517  
**Business No :** 704956408MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** EXTRA-PROVINCIAL - SHARE CORPORATION

**Incorp/Amalg Date :** 31-Aug-2022  
**Home Jurisdiction :** ALBERTA  
**Date Registered in Manitoba :** 27-Sep-2022  
**Nature of Business :** FILM AND TELEVISION PRODUCTION BUSINESS  
**NAICS Code :** 5121

**Registered Office Address :**  
**Effective date, if changing address :** 05-Sep-2023  
**Address :** 260005 MOUNTAIN RIDGE PLACE  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1

**Mailing Address :**  
**Name :** TAUB LAW OFFICE  
**Address :** 763 HAWKSIDE MEWS NW  
**City/Province :** CALGARY, AB  
**Country/Postal Code :** CANADA, T3G 3S2  
**Attention :** ARI M. TAUB

**Power(s) of Attorney :**  
**Name :** FURGALE, T. CHRISTOPHER  
**Address :** 66N-1485 PORTAGE AVENUE  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3G 0W4

## Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	27-Sep-2022	
REQUEST BN15 FOR REGISTERED ENTITY	27-Sep-2022	
HUB: ASSIGN BN15 FOR BN	27-Sep-2022	
CHANGE OF REGISTERED OFFICE	03-Oct-2022	
CHANGE OF REGISTERED OFFICE	05-Sep-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

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

Date of Search: 2024/07/16  
 Time of Search: 05:11 PM  
 Service Request Number: 42558204  
 Customer Reference Number: 05589185-EDD3\_5\_4483684

**Corporate Access Number:** 2024659928  
**Business Number:** 795951219  
**Legal Entity Name:** TRANSFORMATIVE CEOS 7 MS LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/10/18 YYYY/MM/DD

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

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

**Primary Agent for Service:**

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

**Directors:**

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

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

**Voting Shareholders:**

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

**Legal Entity Name:** TRIVIMUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

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

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/10/25

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/10/18	Incorporate Alberta Corporation

2022/10/18	Update Business Number Legal Entity
2023/10/25	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/10/18
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/10/18
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/10/18

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





## File Summary

**Registry No :** 10148236  
**Entity Name :** TRANSFORMATIVE CEOS 7 MS LTD.

**As of :** 16-Jul-2024

**Entity Name :** TRANSFORMATIVE CEOS 7 MS LTD.  
**Registry No :** 10148236  
**Business No :** 795951219MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** EXTRA-PROVINCIAL - SHARE CORPORATION

**Incorp/Amalg Date :** 18-Oct-2022  
**Home Jurisdiction :** ALBERTA  
**Date Registered in Manitoba :** 10-Nov-2022  
**Nature of Business :** FILM AND TELEVISION PRODUCTION BUSINESS  
**NAICS Code :** 5121

**Registered Office Address :**  
**Effective date, if changing address :** 25-Oct-2023  
**Address :** 260005 MOUNTAIN RIDGE PLACE  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1

**Mailing Address :**  
**Name :**  
**Address :** 260005 MOUNTAIN RIDGE PL.  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1  
**Attention :** SHARRAH WATSON

**Power(s) of Attorney :**  
**Name :** FURGALE, T. CHRISTOPHER  
**Address :** 66N-1485 PORTAGE AVENUE  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3G 0W4

## Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	10-Nov-2022	
REQUEST BN15 FOR REGISTERED ENTITY	10-Nov-2022	
HUB: ASSIGN BN15 FOR BN	10-Nov-2022	
CHANGE OF REGISTERED OFFICE	25-Oct-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

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

Date of Search: 2024/07/16  
 Time of Search: 05:11 PM  
 Service Request Number: 42558205  
 Customer Reference Number: 05589187-EDD3\_5\_4483686

**Corporate Access Number:** 2024693356  
**Business Number:** 755264348  
**Legal Entity Name:** TRANSFORMATIVE CEOS 8 MS LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/11/01 YYYY/MM/DD

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

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

**Primary Agent for Service:**

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

**Directors:**

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

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

**Voting Shareholders:**

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

**Legal Entity Name:** TRIVIMUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

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

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/11/06

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/11/01	Incorporate Alberta Corporation

2022/11/01	Update Business Number Legal Entity
2023/11/06	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/11/01
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/11/01
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/11/01

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







## File Summary

**Registry No :** 10148499  
**Entity Name :** TRANSFORMATIVE CEOS 8 MS LTD.

As of : 16-Jul-2024

**Entity Name :** TRANSFORMATIVE CEOS 8 MS LTD.  
**Registry No :** 10148499  
**Business No :** 755264348MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** EXTRA-PROVINCIAL - SHARE CORPORATION

**Incorp/Amalg Date :** 01-Nov-2022  
**Home Jurisdiction :** ALBERTA  
**Date Registered in Manitoba :** 15-Nov-2022  
**Nature of Business :** FILM AND TELEVISION PRODUCTION BUSINESS  
**NAICS Code :** 51211

**Registered Office Address :**

**Effective date, if changing address :** 06-Nov-2023  
**Address :** 260005 MOUNTAIN RIDGE PLACE  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1

**Mailing Address :**

**Name :**  
**Address :** 260005 MOUNTAIN RIDGE PL.  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1  
**Attention :** SHARRAH WATSON

**Power(s) of Attorney :**

**Name :** FURGALE, T. CHRISTOPHER  
**Address :** 66N- 1485 PORTAGE AVENUE  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3G 0W4

**Event History :**

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	15-Nov-2022	
REQUEST BN15 FOR REGISTERED ENTITY	15-Nov-2022	
HUB: ASSIGN BN15 FOR BN	15-Nov-2022	
CHANGE OF REGISTERED OFFICE	06-Nov-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

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

Date of Search: 2024/07/16  
Time of Search: 05:11 PM  
Service Request Number: 42558206  
Customer Reference Number: 05589190-EDD3\_5\_4483688

Corporate Access Number: 2024914083  
Business Number: 773615612  
Legal Entity Name: TRANSFORMATIVE CEOS 9 MS LTD.  
  
Legal Entity Status: Active  
Alberta Corporation Type: Named Alberta Corporation  
Registration Date: 2023/02/07 YYYY/MM/DD

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

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

Email Address: CORPORATE@TAUBLAW.CA

Primary Agent for Service:

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

Directors:

Last Name: HOWELL  
First Name: SARAH  
Middle Name: E.  
Street/Box Number: 260005 MOUNTAIN RIDGE PL.  
City: ROCKY VIEW COUNTY

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

### Details From Current Articles:

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

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

### Other Information:

#### Outstanding Returns:

Annual returns are outstanding for the 2024 file year(s).

#### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2023/02/07	Incorporate Alberta Corporation
2023/02/07	Update Business Number Legal Entity

#### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2023/02/07
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2023/02/07
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2023/02/07

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





## File Summary

**Registry No :** 10163711  
**Entity Name :** TRANSFORMATIVE CEOS 9 MS LTD.

As of : 16-Jul-2024

**Entity Name :** TRANSFORMATIVE CEOS 9 MS LTD.  
**Registry No :** 10163711  
**Business No :** 773615612MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** EXTRA-PROVINCIAL - SHARE CORPORATION

**Incorp/Amalg Date :** 07-Feb-2023  
**Home Jurisdiction :** ALBERTA  
**Date Registered in Manitoba :** 03-May-2023  
**Nature of Business :** FILM AND TELEVISION PRODUCTION BUSINESS  
**NAICS Code :** 51211

**Registered Office Address :**

**Address :** 260005 MOUNTAIN RIDGE PL  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1

**Mailing Address :**

**Name :**  
**Address :** 260005 MOUNTAIN RIDGE PL.  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1  
**Attention :** SHARRAH WATSON

**Power(s) of Attorney :**

**Name :** FURGALE, T. CHRISTOPHER  
**Address :** 66N-1485 PROTAGE AVENUE  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3G 0W4

**Event History :**

<b>Event</b>	<b>Date :</b>	<b>Filing Year :</b>
REGISTRATION (Filed on the Web)	03-May-2023	
REQUEST BN15 FOR REGISTERED ENTITY	03-May-2023	
HUB: ASSIGN BN15 FOR BN	03-May-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2024/07/16  
 Time of Search: 05:11 PM  
 Service Request Number: 42558207  
 Customer Reference Number: 05589191-EDD3\_5\_4483690

**Corporate Access Number:** 2024637577  
**Business Number:** 798046215  
**Legal Entity Name:** UNCOMMON BEAUTY 2 MS LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/10/06 YYYY/MM/DD

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

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

**Primary Agent for Service:**

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

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

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

**Voting Shareholders:**

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

**Legal Entity Name:** TRIVIUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

The information in this legal entity table supersedes equivalent electronic attachments

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/10/16

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
------------------------	----------------

2022/10/06	Incorporate Alberta Corporation
2022/10/06	Update Business Number Legal Entity
2023/10/16	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/10/06
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/10/06
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/10/06

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





## File Summary

**Registry No :** 10149715  
**Entity Name :** UNCOMMON BEAUTY 2 MS LTD.

**As of :** 16-Jul-2024

**Entity Name :** UNCOMMON BEAUTY 2 MS LTD.  
**Registry No :** 10149715  
**Business No :** 798046215MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** EXTRA-PROVINCIAL - SHARE CORPORATION

**Incorp/Amalg Date :** 06-Oct-2022  
**Home Jurisdiction :** ALBERTA  
**Date Registered in Manitoba :** 29-Nov-2022  
**Nature of Business :** FILM AND TELEVISION PRODUCTION BUSINESS  
**NAICS Code :** 5121

**Registered Office Address :**  
**Effective date, if changing address :** 16-Oct-2023  
**Address :** 260005 MOUNTAIN RIDGE PLACE  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1

**Mailing Address :**  
**Name :** TAUB LAW OFFICE  
**Address :** 260005 MOUNTAIN RIDGE PL  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1  
**Attention :** ARI M. TAUB

**Power(s) of Attorney :**  
**Name :** FURGALE, T. CHRISTOPHER  
**Address :** 66N-1485 PORTAGE AVENUE  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3G 0W4

## Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	29-Nov-2022	
REQUEST BN15 FOR REGISTERED ENTITY	29-Nov-2022	
HUB: ASSIGN BN15 FOR BN	29-Nov-2022	
CHANGE OF REGISTERED OFFICE	16-Oct-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.



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

Date of Search: 2024/07/16  
 Time of Search: 05:10 PM  
 Service Request Number: 42558176  
 Customer Reference Number: 05589172-EDD3\_5\_4483674

**Corporate Access Number:** 2024615987  
**Business Number:** 701161101  
**Legal Entity Name:** SECRETS OF SEAFOOD 2 MS LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/09/27 YYYY/MM/DD

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

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

**Primary Agent for Service:**

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

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

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

**Voting Shareholders:**

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

**Legal Entity Name:** TRIVIUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

The information in this legal entity table supersedes equivalent electronic attachments

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/10/05

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
------------------------	----------------

2022/09/27	Incorporate Alberta Corporation
2022/09/27	Update Business Number Legal Entity
2023/10/05	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/09/27
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/09/27
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/09/27

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





## File Summary

**Registry No :** 10149720  
**Entity Name :** SECRETS OF SEAFOOD 2 MS LTD.

**As of :** 16-Jul-2024

**Entity Name :** SECRETS OF SEAFOOD 2 MS LTD.  
**Registry No :** 10149720  
**Business No :** 701161101MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** EXTRA-PROVINCIAL - SHARE CORPORATION

**Incorp/Amalg Date :** 27-Sep-2022  
**Home Jurisdiction :** ALBERTA  
**Date Registered in Manitoba :** 29-Nov-2022  
**Nature of Business :** FILM AND TELEVISION PRODUCTION BUSINESS  
**NAICS Code :** 512

**Registered Office Address :**  
**Effective date, if changing address :** 05-Oct-2023  
**Address :** 260005 MOUNTAIN RIDGE PLACE  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1

**Mailing Address :**  
**Name :** TAUB LAW OFFICE  
**Address :** 260005 MOUNTAIN RIDGE PL  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1  
**Attention :** ARI M. TAUB

**Power(s) of Attorney :**  
**Name :** FURGALE, CHRISTOPHER T.  
**Address :** 66N-1485 PORTAGE AVENUE  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3G 0W4

## Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	29-Nov-2022	
REQUEST BN15 FOR REGISTERED ENTITY	29-Nov-2022	
HUB: ASSIGN BN15 FOR BN	29-Nov-2022	
CHANGE OF REGISTERED OFFICE	05-Oct-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

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

Date of Search: 2024/07/16  
 Time of Search: 05:10 PM  
 Service Request Number: 42558178  
 Customer Reference Number: 05589176-EDD3\_5\_4483676

**Corporate Access Number:** 2024798585  
**Business Number:** 783666019  
**Legal Entity Name:** SECRETS OF SEAFOOD 3 MS LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/12/19 YYYY/MM/DD

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

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

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

**Primary Agent for Service:**

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

**Directors:**

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

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

**Voting Shareholders:**

**Last Name:** 10052519 MANITOBA LTD.  
**Street:** 407 QUEENSTON STREET  
**City:** WINNIPEG  
**Province:** MANITOBA  
**Postal Code:** R5N0X1  
**Percent Of Voting Shares:** 9.09

**Legal Entity Name:** TRIVIUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PL.  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

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

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/12/15

**Filing History:**

---

List Date (YYYY/MM/DD)	Type of Filing
2022/12/19	Incorporate Alberta Corporation
2022/12/19	Update Business Number Legal Entity
2023/12/15	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/12/19
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/12/19
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/12/19

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





## File Summary

**Registry No :** 10156129  
**Entity Name :** SECRETS OF SEAFOOD 3 MS LTD.

**As of :** 16-Jul-2024

**Entity Name :** SECRETS OF SEAFOOD 3 MS LTD.  
**Registry No :** 10156129  
**Business No :** 783666019MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** EXTRA-PROVINCIAL - SHARE CORPORATION

**Incorp/Amalg Date :** 19-Dec-2022  
**Home Jurisdiction :** ALBERTA  
**Date Registered in Manitoba :** 09-Feb-2023  
**Nature of Business :** FILM AND TELEVISION PRODUCTION BUSINESS  
**NAICS Code :** 5121

**Registered Office Address :**  
**Address :** 260005 MOUNTAIN RIDGE PL  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1

**Mailing Address :**  
**Name :**  
**Address :** 260005 MOUNTAIN RIDGE PL  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1  
**Attention :** SARAH E. HOWELL

**Power(s) of Attorney :**  
**Name :** FURGALE, CHRISTOPHER T.  
**Address :** 66N-1485 PORTAGE AVENUE  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3G 0W4

## Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	09-Feb-2023	
REQUEST BN15 FOR REGISTERED ENTITY	09-Feb-2023	
HUB: ASSIGN BN15 FOR BN	09-Feb-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.



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

Date of Search: 2024/07/16  
 Time of Search: 05:10 PM  
 Service Request Number: 42558186  
 Customer Reference Number: 05589177-EDD3\_5\_4483678

**Corporate Access Number:** 2024677417  
**Business Number:** 756102349  
**Legal Entity Name:** SECRETS OF SEAFOOD 4 MS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/10/27 YYYY/MM/DD

## Registered Office:

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

## Records Address:

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

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

## Primary Agent for Service:

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

## Directors:

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

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

**Voting Shareholders:**

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

**Legal Entity Name:** TRIVIUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

The information in this legal entity table supersedes equivalent electronic attachments

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/11/06

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
------------------------	----------------

2022/10/27	Incorporate Alberta Corporation
2022/10/27	Update Business Number Legal Entity
2023/11/06	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/10/27
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/10/27
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/10/27

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





## File Summary

**Registry No :** 10148227  
**Entity Name :** SECRETS OF SEAFOOD 4 MS LTD.

**As of :** 16-Jul-2024

**Entity Name :** SECRETS OF SEAFOOD 4 MS LTD.  
**Registry No :** 10148227  
**Business No :** 756102349MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** EXTRA-PROVINCIAL - SHARE CORPORATION

**Incorp/Amalg Date :** 27-Oct-2022  
**Home Jurisdiction :** ALBERTA  
**Date Registered in Manitoba :** 10-Nov-2022  
**Nature of Business :** FILM AND TELEVISION PRODUCTION BUSINESS  
**NAICS Code :** 5121

**Registered Office Address :**  
**Effective date, if changing address :** 06-Nov-2023  
**Address :** 260005 MOUNTAIN RIDGE PLACE  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1

**Mailing Address :**  
**Name :**  
**Address :** 260005 MOUNTAIN RIDGE PL  
**City/Province :** ROCKY VIEW COUNTY, AB  
**Country/Postal Code :** CANADA, T4C 2Y1  
**Attention :** SARAH E. HOWELL

**Power(s) of Attorney :**  
**Name :** FURGALE, CHRISTOPHER T.  
**Address :** 66N-1485 PORTAGE AVENUE  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R3G 0W4

## Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	10-Nov-2022	
REQUEST BN15 FOR REGISTERED ENTITY	10-Nov-2022	
HUB: ASSIGN BN15 FOR BN	10-Nov-2022	
CHANGE OF REGISTERED OFFICE	06-Nov-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2024/07/16  
 Time of Search: 05:11 PM  
 Service Request Number: 42558200  
 Customer Reference Number: 05589180-EDD3\_5\_4483680

**Corporate Access Number:** 2024711125  
**Business Number:** 791480411  
**Legal Entity Name:** THAT FISHING SHOW 2 MS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/11/09 YYYY/MM/DD

### Registered Office:

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

### Records Address:

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

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

### Primary Agent for Service:

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

### Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY

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

**Voting Shareholders:**

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

**Legal Entity Name:** TRIVIMUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PL.  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

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

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/12/11

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/11/09	Incorporate Alberta Corporation

2022/11/09	Update Business Number Legal Entity
2023/12/11	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/11/09
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/11/09
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/11/09

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






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**File Summary**

**Registry No :** 10148856  
**Entity Name :** THAT FISHING SHOW 2 MS LTD.

**As of :** 16-Jul-2024

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Entity Name : THAT FISHING SHOW 2 MS LTD.  
 Registry No : 10148856  
 Business No : 791480411MC0001  
 Current Status : Active

---

Entity Type : BUSINESS CORPORATION  
 Entity Sub Type : EXTRA-PROVINCIAL - SHARE CORPORATION

---

Incorp/Amalg Date : 09-Nov-2022  
 Home Jurisdiction : ALBERTA  
 Date Registered in Manitoba : 18-Nov-2022  
 Nature of Business : FILM AND TELEVISION PRODUCTION BUSINESS  
 NAICS Code : 5121

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**Registered Office Address :**  
 Address : 260005 MOUNTAIN RIDGE PL  
 City/Province : ROCKY VIEW COUNTY, AB  
 Country/Postal Code : CANADA, T4C 2Y1

---

**Mailing Address :**  
 Name :  
 Address : 260005 MOUNTAIN RIDGE PL  
 City/Province : ROCKY VIEW COUNTY, AB  
 Country/Postal Code : CANADA, T4C 2Y1  
 Attention : SARAH E. HOWELL

---

**Power(s) of Attorney :**  
 Name : FURGALE, T CHRISTOPHER  
 Address : 66N-1485 PORTAGE AVENUE  
 City/Province : WINNIPEG, MB  
 Country/Postal Code : CANADA, R3G 0W4

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**Event History :**

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	18-Nov-2022	
REQUEST BN15 FOR REGISTERED ENTITY	18-Nov-2022	
HUB: ASSIGN BN15 FOR BN	18-Nov-2022	

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The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

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# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2024/07/16  
 Time of Search: 05:10 PM  
 Service Request Number: 42558182  
 Customer Reference Number: 05589168-EDD3\_5\_4483670

**Corporate Access Number:** 2024769602  
**Business Number:** 748032547  
**Legal Entity Name:** JOBS OF TOMORROW 3 MS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/12/08 YYYY/MM/DD

### Registered Office:

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

### Records Address:

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

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

### Primary Agent for Service:

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

### Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PL.  
**City:** ROCKY VIEW COUNTY

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

**Voting Shareholders:**

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

**Legal Entity Name:** TRIVIMUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PL.  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 90.91

**Details From Current Articles:**

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

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/12/11

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/12/08	Incorporate Alberta Corporation

2022/12/08	Update Business Number Legal Entity
2023/12/11	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/12/08
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/12/08
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/12/08

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






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**File Summary**

**Registry No :** 10156953  
**Entity Name :** JOBS OF TOMORROW 3 MS LTD.

**As of :** 16-Jul-2024

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Entity Name : JOBS OF TOMORROW 3 MS LTD.  
 Registry No : 10156953  
 Business No : 748032547MC0001  
 Current Status : Active

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Entity Type : BUSINESS CORPORATION  
 Entity Sub Type : EXTRA-PROVINCIAL - SHARE CORPORATION

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Incorp/Amalg Date : 08-Dec-2022  
 Home Jurisdiction : ALBERTA  
 Date Registered in Manitoba : 21-Feb-2023  
 Nature of Business : FILM AND TELEVISION PRODUCTION BUSINESS  
 NAICS Code : 512

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**Registered Office Address :**  
 Address : 260005 MOUNTAIN RIDGE PL.  
 City/Province : ROCKY VIEW COUNTY, AB  
 Country/Postal Code : CANADA, T4C 2Y1

---

**Mailing Address :**  
 Name :  
 Address : 260005 MOUNTAIN RIDGE PL.  
 City/Province : ROCKY VIEW COUNTY, AB  
 Country/Postal Code : CANADA, T4C 2Y1  
 Attention : SHARRAH WATSON

---

**Power(s) of Attorney :**  
 Name : FURGALE, T. CHRISTOPHER  
 Address : 66N-1485 PORTAGE AVENUE  
 City/Province : WINNIPEG, MB  
 Country/Postal Code : CANADA, R3G 0W4

---

**Event History :**

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	21-Feb-2023	
REQUEST BN15 FOR REGISTERED ENTITY	21-Feb-2023	
HUB: ASSIGN BN15 FOR BN	21-Feb-2023	

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The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

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# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2024/07/16  
 Time of Search: 05:10 PM  
 Service Request Number: 42558184  
 Customer Reference Number: 05589170-EDD3\_5\_4483672

**Corporate Access Number:** 2024914133  
**Business Number:** 735619942  
**Legal Entity Name:** JOBS OF TOMORROW 4 MS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2023/02/07 YYYY/MM/DD

### Registered Office:

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

### Records Address:

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

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

### Primary Agent for Service:

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

### Directors:

**Last Name:** HOWELL  
**First Name:** SARAH  
**Middle Name:** E.  
**Street/Box Number:** 260005 MOUNTAIN RIDGE PL  
**City:** ROCKY VIEW COUNTY

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

### Details From Current Articles:

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

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

### Other Information:

#### Outstanding Returns:

Annual returns are outstanding for the 2024 file year(s).

#### Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2023/02/07	Incorporate Alberta Corporation
2023/02/07	Update Business Number Legal Entity

#### Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2023/02/07
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2023/02/07
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2023/02/07

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






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**File Summary**

**Registry No :** 10156959  
**Entity Name :** JOBS OF TOMORROW 4 MS LTD.

**As of :** 16-Jul-2024

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Entity Name : JOBS OF TOMORROW 4 MS LTD.  
 Registry No : 10156959  
 Business No : 735619942MC0001  
 Current Status : Active

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Entity Type : BUSINESS CORPORATION  
 Entity Sub Type : EXTRA-PROVINCIAL - SHARE CORPORATION

---

Incorp/Amalg Date : 07-Feb-2023  
 Home Jurisdiction : ALBERTA  
 Date Registered in Manitoba : 21-Feb-2023  
 Nature of Business : FILM AND TELEVISION PRODUCTION BUSINESS  
 NAICS Code : 51211

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**Registered Office Address :**  
 Address : 260005 MOUNTAIN RIDGE PL  
 City/Province : ROCKY VIEW COUNTY, AB  
 Country/Postal Code : CANADA, T4C 2Y1

---

**Mailing Address :**  
 Name :  
 Address : 260005 MOUNTAIN RIDGE PLACE  
 City/Province : ROCKY VIEW COUNTY, AB  
 Country/Postal Code : CANADA, T4C 2Y1  
 Attention : KIM PEARCE

---

**Power(s) of Attorney :**  
 Name : FURGALE, T. CHRISTOPHER  
 Address : 66N-1485 PORTAGE AVENUE  
 City/Province : WINNIPEG, MB  
 Country/Postal Code : CANADA, R3G 0W4

---

**Event History :**

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
REGISTRATION (Filed on the Web)	21-Feb-2023	
REQUEST BN15 FOR REGISTERED ENTITY	21-Feb-2023	
HUB: ASSIGN BN15 FOR BN	21-Feb-2023	

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The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

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# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2024/07/16  
 Time of Search: 05:11 PM  
 Service Request Number: 42558201  
 Customer Reference Number: 05589181-EDD3\_5\_4483682

**Corporate Access Number:** 2024615722  
**Business Number:** 700022205  
**Legal Entity Name:** THE BEAUTIFUL GAME 1 OS LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/09/27 YYYY/MM/DD

### Registered Office:

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

### Records Address:

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

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

### Primary Agent for Service:

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

### Directors:

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



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

**Voting Shareholders:**

**Legal Entity Name:** TRIVIUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PLACE  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

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

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/10/05

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/09/27	Incorporate Alberta Corporation
2022/09/27	Update Business Number Legal Entity
2023/10/05	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/09/27
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/09/27
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/09/27

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



Ministry of Public and  
Business Service Delivery

## Profile Report

THE BEAUTIFUL GAME 1 OS LTD. as of July 16, 2024

Act	Corporations Information Act
Type	Extra-Provincial Domestic Corporation with Share
Name	THE BEAUTIFUL GAME 1 OS LTD.
Ontario Corporation Number (OCN)	1000345840
Governing Jurisdiction	Canada - Alberta
Incorporation/Amalgamation Date	September 27, 2022
Registered or Head Office Address	260005 Mountain Ridge Pl, Rocky View County, Alberta, T4C 2Y1, Canada
Status	Refer to Governing Jurisdiction
Date Commenced in Ontario	September 27, 2022
Principal Place of Business	340 Legget Drive, 140, Kanata, Ontario, K2K1Y6, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### Chief Officer or Manager

There are no chief officer or managers on file for this corporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Corporate Name History

Refer to Governing Jurisdiction

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: SARAH E. HOWELL	September 07, 2023
CIA - Initial Return PAF: Ari TAUB	October 26, 2022

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2024/07/16  
 Time of Search: 05:09 PM  
 Service Request Number: 42558159  
 Customer Reference Number: 05589159-EDD3\_5\_4483662

**Corporate Access Number:** 2024726701  
**Business Number:** 750752347  
**Legal Entity Name:** BREAKING DOWN BARRIERS 1 OS LTD.

**Name History:**

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
BREAKING DOWN BARRIERS 1 OS LTD.	2023/01/31
BREAKING DOWN BARRIERS 1 MS LTD.	2023/04/21

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/11/24 YYYY/MM/DD

**Registered Office:**

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

**Records Address:**

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

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

**Primary Agent for Service:**

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

**Directors:**

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

**Voting Shareholders:**

**Legal Entity Name:** TRIVIUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PL.  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

The information in this legal entity table supersedes equivalent electronic attachments

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/12/11

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/11/24	Incorporate Alberta Corporation
2022/11/24	Update Business Number Legal Entity

2023/04/21	Name Change Alberta Corporation
2023/12/11	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/11/24
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/11/24
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/11/24

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



Ministry of Public and  
Business Service Delivery

## Profile Report

BREAKING DOWN BARRIERS 1 OS LTD. as of July 16, 2024

Act	Corporations Information Act
Type	Extra-Provincial Domestic Corporation with Share
Name	BREAKING DOWN BARRIERS 1 OS LTD.
Ontario Corporation Number (OCN)	1000411726
Governing Jurisdiction	Canada - Alberta
Incorporation/Amalgamation Date	November 24, 2022
Registered or Head Office Address	260005 Mountain Ridge Pl, Rocky View County, Alberta, T4C2Y1, Canada
Status	Refer to Governing Jurisdiction
Date Commenced in Ontario	November 24, 2022
Principal Place of Business	340 Legget Dr, 140, Kanata, Ontario, K2K1Y6, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### Chief Officer or Manager

There are no chief officer or managers on file for this corporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Corporate Name History

Refer to Governing Jurisdiction

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



## Document List

## Filing Name

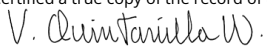
CIA - Initial Return  
PAF: SARAH E. HOWELL

## Effective Date

January 12, 2023

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

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

Date of Search: 2024/07/16  
 Time of Search: 05:10 PM  
 Service Request Number: 42558173  
 Customer Reference Number: 05589163-EDD3\_5\_4483666

**Corporate Access Number:** 2024726479  
**Business Number:** 750741142  
**Legal Entity Name:** FLOW 1 OS LTD.

**Name History:**

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
FLOW OF LTD.	2023/01/31
FLOW 1 MS LTD.	2023/04/21

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2022/11/24 YYYY/MM/DD

**Registered Office:**

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

**Records Address:**

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

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

**Primary Agent for Service:**

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

**Directors:**

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

**Voting Shareholders:**

**Legal Entity Name:** TRIVIUM MEDIA LTD.  
**Corporate Access Number:** 2024496875  
**Street:** 260005 MOUNTAIN RIDGE PL.  
**City:** ROCKY VIEW COUNTY  
**Province:** ALBERTA  
**Postal Code:** T4C2Y1  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

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

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

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/12/11

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2022/11/24	Incorporate Alberta Corporation
2022/11/24	Update Business Number Legal Entity

2023/04/21	Name Change Alberta Corporation
2023/12/11	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2022/11/24
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2022/11/24
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2022/11/24

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



Ministry of Public and  
Business Service Delivery

## Profile Report

FLOW 1 OS LTD. as of July 16, 2024

Act	Corporations Information Act
Type	Extra-Provincial Domestic Corporation with Share
Name	FLOW 1 OS LTD.
Ontario Corporation Number (OCN)	1000390609
Governing Jurisdiction	Canada - Alberta
Incorporation/Amalgamation Date	November 24, 2022
Registered or Head Office Address	260005 Mountain Ridge Pl, Rocky View County, Alberta, T4C 2Y1, Canada
Status	Refer to Governing Jurisdiction
Date Commenced in Ontario	November 24, 2022
Principal Place of Business	340 Legget Dr, 140, Kanata, Ontario, K2K1Y6, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar

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#### Chief Officer or Manager

There are no chief officer or managers on file for this corporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Corporate Name History

Refer to Governing Jurisdiction

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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#### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: SARAH E. HOWELL	May 01, 2023
CIA - Initial Return PAF: ARI M. TAUB	December 19, 2022

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

THIS IS EXHIBIT "G" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

See attached

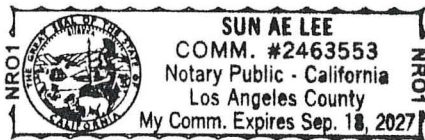
A Notary Public, etc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 2024, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to be 'DKH', written over a horizontal line.

Search ID #: Z17600383

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589224-EDD3 5  
4483

Search ID #: Z17600383

Date of Search: 2024-Jul-16

Time of Search: 17:24:44

**Business Debtor Search For:**

TRIVIUM MEDIA 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 #: Z17600383

**Business Debtor Search For:**

TRIVIUM MEDIA LTD.

Search ID #: Z17600383

Date of Search: 2024-Jul-16

Time of Search: 17:24:44

Registration Number: 22112532085

Registration Date: 2022-Nov-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Nov-25 23:59:59

Exact Match on: Debtor No: 1

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

1 TRIVIUM MEDIA LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Result Complete

THIS IS EXHIBIT "H" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

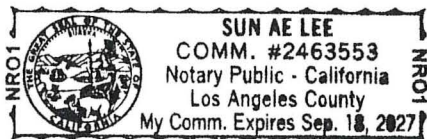
See attached  
A Notary Public, etc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 2024, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and appears to be 'David Kenneth Henry'.



Search ID #: Z17600312

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589161-EDD3 5  
4483

Search ID #: Z17600312

Date of Search: 2024-Jul-16

Time of Search: 17:09:53

**Business Debtor Search For:**

COMFORT FOOD TML 2 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 #: Z17600312

**Business Debtor Search For:**

COMFORT FOOD TML 2 OS LTD.

Search ID #: Z17600312

Date of Search: 2024-Jul-16

Time of Search: 17:09:53

Registration Number: 22071325193

Registration Date: 2022-Jul-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jul-13 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

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

Current

1 COMFORT FOOD 1 ON. LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

**Block****Status**

Current

2 COMFORT FOOD 1 ON. LTD.  
140 - 340 LEGGET DRIVE  
KANATA, ON K2K 1Y6

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

Current

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLR  
TORONTO, ON M2P 0A4  
Email: irina.race@rbc.com

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

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

Current

Search ID #: Z17600312

**Business Debtor Search For:**

COMFORT FOOD TML 2 OS LTD.

Search ID #: Z17600312

Date of Search: 2024-Jul-16

Time of Search: 17:09:53

Registration Number: 22112532097

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Nov-25

Registration Status: Current

Expiry Date: 2027-Nov-25 23:59:59

Exact Match on: Debtor No: 2

**Amendments to Registration**

22112816888

Amendment

2022-Nov-28

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

1 COMFORT FOOD TML OS 2 LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

**Status**Deleted by  
22112816888**Block**

2 COMFORT FOOD TML 2 OS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

**Status**Current by  
22112816888**Secured Party / Parties****Block**

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

**Status**

Current

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

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

**Status**

Current

Result Complete

Enquiry Result

File Currency: 15JUL 2024

◀◀

All Pages ▾

▶▶

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	COMFORT FOOD TML 2 OS LTD.								
File Currency	15JUL 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	788827446	1	1	1	1	28NOV 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
788827446		001	1		20221128 1351 1590 0106	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	COMFORT FOOD TML 2 OS LTD.								
	Address				City	Province	Postal Code		
	140 - 340 LEGGET DRIVE				KANATA	ON	K2K 1Y6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	COMFORT FOOD TML 2 OS LTD.								
	Address				City	Province	Postal Code		
	260005 MOUNTAIN RIDGE PLACE				ROCKY VIEW COUNTY	AB	T4C 2Y1		
Secured Party	Secured Party / Lien Claimant								
	BANK OF HOPE								
	Address				City	Province	Postal Code		
	3200 WILSHIRE BOULEVARD, 10TH FLR				LOS ANGELES	CA	90010		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	DENTONS CANADA LLP (VANCOUVER)			
	Address	City	Province	Postal Code
	250 HOWE STREET, 20TH FLOOR	VANCOUVER	BC	V6C 3R8

257

LAST PAGE

Note: All pages have been returned.

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All Pages



Show All Pages

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[ServiceOntario Contact Centre](#)

Web Page ID: WEnqResult

System Date: 16JUL2024

Last Modified: July 14, 2024

Search ID #: Z17600310

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589156-EDD3 5  
4483

Search ID #: Z17600310

Date of Search: 2024-Jul-16

Time of Search: 17:09:42

**Business Debtor Search For:**

ART OF FORENSICS TML 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 #: Z17600310

**Business Debtor Search For:**

ART OF FORENSICS TML 1 MS LTD.

Search ID #: Z17600310

Date of Search: 2024-Jul-16

Time of Search: 17:09:42

Registration Number: 22120910694

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Dec-09

Registration Status: Current

Expiry Date: 2027-Dec-09 23:59:59

Exact Match on:

Debtor

No: 1

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

1 ART OF FORENSICS TML 1 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Result Complete

Sue Shaunessy



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

## Business Debtor

Search  
ResultsPrint  
RequestsMailing  
Information

Payment

Help

## Search by Business Debtor

Date: 2024-07-16  
Time: 6:16:25 PM  
Transaction Number: 10274424303

Business Name: ART OF FORENSICS TML 1 MS LTD.

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

## EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Art of Forensics TML 1 MS Ltd.</a>	2

## 1. Art of Forensics TML 1 MS Ltd.

1.1 Art of Forensics TML 1 MS Ltd.: Registration 202220539107 (2022-12-09 11:21:34 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-09
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Art of Forensics TML 1 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 Art of Forensics TML 1 MS Ltd.: Registration 202220539107 (2022-12-09 11:21:34 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-09
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Art of Forensics TML 1 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

[Back to Top](#)

## END OF EXACT MATCHES

## 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  
ResultsPrint  
RequestsMailing  
Information

Payment

[Printer Friendly Version](#)

Privacy



Search ID #: Z17600325

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589186-EDD3 5  
4483

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 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 #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 98110210030

Registration Type: LAND CHARGE

Registration Date: 1998-Nov-02

Registration Status: Current

Registration Term: Infinity

Inexact Match on: Debtor No: 1

**Amendments to Registration**

10120220700	Amendment	2010-Dec-02
16110504808	Amendment	2016-Nov-05

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

1 TRANSFORMED RENOVATING & PAINTING LTD  
15643 85 STREET  
EDMONTON, AB T5Z3B5

Current

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

1 THE ALBERTA NEW HOME WARRANTY PROGRAM  
#201, 208 - 57 AVENUE S.W.  
CALGARY, AB T2H2K8

Deleted by  
10120220700**Block****Status**

2 THE ALBERTA NEW HOME WARRANTY PROGRAM  
SUITE 301, 30 SPRINGBOROUGH BLVD. S.W.  
CALGARY, AB T3H 0N9  
Phone #: 403 253 3636 Fax #: 403 253 5062

Deleted by  
16110504808**Block****Status**

3 THE NEW HOME WARRANTY INSURANCE (CANADA) CORPORATION  
SUITE 301, 30 SPRINGBOROUGH BLVD. S.W.  
CALGARY, AB T3H 0N9  
Phone #: 403 253 3636 Fax #: 403 253 5062

Current by  
16110504808

**Search ID #:** Z17600325

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 09100913374

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Oct-09

Registration Status: Current

Expiry Date: 2024-Oct-09 23:59:59

Inexact Match on: Debtor No: 1

**Amendments to Registration**

14090542309	Renewal	2014-Sep-05
19090610408	Renewal	2019-Sep-06

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	TRANSFORMATIONS HEALTH SPA LTD. 116 KEYSTONE LANE LEDUC, AB T9E 0J5	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	ROYAL BANK OF CANADA 180 WELLINGTON STREET WEST TORONTO, ON M5J 1J1	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 19020601297

Registration Date: 2019-Feb-06

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Feb-06 23:59:59

Inexact Match on: Debtor No: 2

**Amendments to Registration**

21012930157	Renewal	2021-Jan-29
23012622215	Renewal	2023-Jan-26

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

1 9739190 CANADA INC.  
120 LAKELAND DRIVE  
BEAUMONT, AB T4X0B4

Current

**Block****Status**

2 TRANSFORMER LOGISTICS  
120 LAKELAND DRIVE  
BEAUMONT, AB T4X0B4

Current

**Block****Status**

3 KHARAUD, NARINDER, SINGH  
120 LAKELAND DRIVE  
BEAUMONT, AB T4X0B4

Current

Birth Date:  
1956-Apr-18

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

1 FACTOR DIRECT CORP  
222-1111 FINCH AVE WEST  
TORONTO, ON M3J2E5

Current

Search ID #: Z17600325

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENTLY EXISTING OR HEREAFTER ARISING, NOW OWNED OR HEREAFTER ACQUIRED ACCOUNTS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CHATTEL PAPER, ELECTRONIC CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, RESERVES, RESERVE ACCOUNTS, REBATES, AND GENERAL INTANGIBLES, AND ALL BOOKS AND RECORDS PERTAINING TO ACCOUNTS AND ALL PROCEEDS OF THE FOREGOING PROPERTY DESCRIBED IN ANY SCHEDULE OR ADDENDUM TO THE FULL FACTORING AGREEMENT. NOTICE-PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED ABOVE.	Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

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Registration Number: 20031032834	Registration Type: WORKERS' COMPENSATION BOARD CHARGE
Registration Date: 2020-Mar-10	Registration Status: Current
	Registration Term: Infinity

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The WCB Charge Amount is \$4,955.74

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Inexact Match on: Debtor No: 1

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**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	TRANSFORM ENVIRONMENTAL INC. PO BOX 900 MASKWACIS, AB T0C 1N0	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	WORKERS' COMPENSATION BOARD/COLLECTION UNIT 9912 107 STREET EDMONTON, AB T5K 1G5 Phone #: 780 509 1395 Fax #: 780 498 7999	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PROPERTY AND ALL PROPERTY USED IN CONNECTION, PURSUANT TO WCB ACT S129	Current

**Particulars**

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
1	WCB ACCOUNT # 8919209	Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 21111210863

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Nov-12

Registration Status: Current

Expiry Date: 2027-Nov-12 23:59:59

Inexact Match on: Debtor No: 1

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

Current

1 TRANSFORMATIVE SALES SOLUTION INC.  
3530 11A ST NE  
CALGARY, AB T2E6M7

**Block****Status**

Current

2 AL-QADAH, ABDULRAHMAN, OSAMA M  
412-4303 1 ST NE  
CALGARY, AB T2E7M3

Birth Date:  
1995-Apr-19

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

Current

1 FORD CREDIT CANADA COMPANY  
BOX 1800 RPO LAKESHORE WEST  
OAKVILLE, ON L6K 0J8  
Email: albertaprod@teranet.ca

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTFW1E88MKE61177	2021	FORD F150	MV - Motor Vehicle	Current



Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 21122325102

Registration Date: 2021-Dec-23

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Dec-23 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

**Amendments to Registration**

21122420275

Amendment

2021-Dec-24

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

1 TRANSFORMATIONAL PATHWAYS INC  
9A STREET NW SUITE 302  
CALGARY, AB T2G 0Y4

Current

**Block****Status**

2 TRANSFORMATIONAL PATHWAYS INC  
994 WILDWOOD DRIVE  
NEW MARKET, ON L3Y 2B5

Current by  
21122420275**Secured Party / Parties****Block****Status**

1 THE TORONTO-DOMINION BANK - 05422  
1155 DAVIS DRIVE  
NEWMARKET, ON L3Y 8R1  
Email: abautonsp@teranet.ca

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 22100520584

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-05

Registration Status: Current

Expiry Date: 2032-Oct-05 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

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

Current

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

**Block****Status**

Current

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

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

Current

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

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

1	ALL OF THE DEBTOR'S 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 #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 22101227675

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-12

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

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

Current

**Block**

**Status**

2 TRANSFORMATIVE CEOS 6 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

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 22120910732

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Dec-09

Registration Status: Current

Expiry Date: 2027-Dec-09 23:59:59

Exact Match on: Debtor No: 1

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

1 TRANSFORMATIVE CEOS 7 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23010630372

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-06

Registration Status: Current

Expiry Date: 2028-Jan-06 23:59:59

Inexact Match on: Debtor No: 1

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

Current

1 TRANSFORMATIVE CEOS 8 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

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

Current

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

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

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

Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23013127300

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-31

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

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

Current

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

**Block****Status**

Current

2 TRANSFORMATIVE CEOS 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 #: Z17600325

**Business Debtor Search For:**  
TRANSFORMATIVE CEOS 7 MS LTD.

**Search ID #:** Z17600325      **Date of Search:** 2024-Jul-16      **Time of Search:** 17:10:41

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Registration Number: 23020312767	Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Feb-03	Registration Status: Current
	Expiry Date: 2029-Feb-03 23:59:59

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Inexact Match on:	Debtor	No: 4
Inexact Match on:	Debtor	No: 5
Inexact Match on:	Debtor	No: 6

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**Debtor(s)**

<b><u>Block</u></b>	<b><u>Status</u></b>
1      GK CAPITAL INC. 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
2      GK CAPITAL INC 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
3      GK CAPITAL 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
4      TRANSFORMED COFFEE CO. 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
5      TRANSFORMED COFFEE CO 4110 68TH STREET STETTTLER, AB T0C 2L1	Current

Search ID #: Z17600325

**Block**

6 TRANSFORMED COFFEE  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

**Block**

7 VAN VLACK, GARY, MICHAEL  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

8 VAN VLACK, GARY, M  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

9 VANVLACK, GARY, MICHAEL  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

10 VAN VLACK, GARY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

11 VAN VLACK, KEELY, RAE  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1988-Apr-22

**Block**

12 VAN VLACK, KEELY, R  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1988-Apr-22



Search ID #: Z17600325

**Block**

13 VAN VLACK, KEELY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

14 VANVLACK, KEELY, RAE  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

15 VANVLACK, KEELY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

16 ENNIS, KEELY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

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

1 INDCOM LEASING INC.  
5061 URE STREET  
OLDCASTLE, ON N0R 1L0  
Email: absecparties@avssystems.ca

**Status**

Current

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

1 FERLA BIKE/CART WITH FREEZER, ECOFLOW DELTA POWER STATION, NUOVA SIMONELLI ESPRESSO MACHINE AND MYTHOS PRO GRINDER TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND IN CONNECTION WITH THEREFOR SAID EQUIPMENT.

**Status**

Current

Search ID #: Z17600325

**Business Debtor Search For:**  
TRANSFORMATIVE CEOS 7 MS LTD.

**Search ID #:** Z17600325      **Date of Search:** 2024-Jul-16      **Time of Search:** 17:10:41

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Registration Number: 23020625454	Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Feb-06	Registration Status: Current
	Expiry Date: 2028-Feb-06 23:59:59

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Inexact Match on: Debtor      No: 3

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**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	GK CAPITAL INC. 4110 68 ST STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
2	GK CAPITAL 4110 68 ST STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
3	TRANSFORMED COFFEE CO. 4110 68 ST STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
4	VANVLACK, KEELY 6101 SPRUCE DR STETTTLER, AB T0C 2L1	Current
	Birth Date: 1988-Apr-22	
<b><u>Block</u></b>		<b><u>Status</u></b>
5	ENNIS, KEELY 6101 SPRUCE DR STETTTLER, AB T0C 2L1	Current
	Birth Date: 1988-Apr-22	

Search ID #: Z17600325

**Block**

6 VAN VLACK, KEELY  
6101 SPRUCE DR  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

7 VAN VLACK, KEELY, RAE  
4110 68 ST  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

8 VAN VLACK, KEELY, RAE  
6101 SPRUCE DR  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

9 VAN VLACK, GARY, MICHAEL  
4110 68 ST  
STETTLER, AB T0C 2L1

Birth Date:  
1983-Jan-26

**Status**

Current

**Block**

10 VAN VLACK, GARY  
4110 68 ST  
STETTLER, AB T0C 2L1

Birth Date:  
1983-Jan-26

**Status**

Current

**Block**

11 VANVLACK, GARY  
PO BOX 371  
WASKATENAU, AB T0A 3P0

Birth Date:  
1983-Jan-26

**Status**

Current

**Block**

12 VAN VLACK, GARY, MICHAEL  
PO BOX 371  
WASKATENAU, AB T0A 3P0

**Status**

Current

Search ID #: Z17600325

 Birth Date:  
1983-Jan-26
**Block****Status**

Current

 13 VAN VLACK, GARY  
PO BOX 371  
WASKATENAU, AB T0A 3P0

 Birth Date:  
1983-Jan-26
**Secured Party / Parties****Block****Status**

Current

 1 VAULT CREDIT CORPORATION  
41 SCARSDALE ROAD, SUITE 5  
TORONTO, ON M3B 2R2  
Email: absecparties@avssystems.ca
**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	2SFAL1262P1083761	2023	SOUTHLAND ROYAL LT	TR - Trailer	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE 2023 SOUTHLAND ROYAL LT-5FT. BY 12FT. SINGLE AXLE CARGO SOUTHLAND TRAILER CORP, ' FLAT TOP CARGO TRAILER - FLAT NOSE, BARN DOOR. VIN#: 2SFAL1262P1083761, ONE NUOVA SIMONELLI APPIA LIFE 1-GR VOL ESP.MACHINE (BLK) W/EASYCREAM S/N: 685242, ONE NUOVA SIMONELLI MYTHOS CLIMA-PRO (3 OR 5-BUTTON) LOW-RPMW/TITANIUM BURRS (BLK) S/N: NS0012224573104 DESCRIBED IN AGREEMENT NUMBER (288993) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23020814816

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Feb-08

Registration Status: Current

Expiry Date: 2025-Feb-08 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2001-10619

Judgment Date is 2021-Jan-19

This Writ was issued on 2021-Feb-02

Type of Judgment is Other

Original Judgment Amount: \$7,045.35

Costs Are: \$0.00

Post Judgment Interest: \$55.52

Current Amount Owing: \$7,100.87

Inexact Match on: Debtor No: 1

**Amendments to Registration**

23020814886

Amendment

2023-Feb-08

**Solicitor / Agent**

KUEFLER STEVENSON BENNETT LLP  
240, 611 - 10TH AVENUE S.W.  
CALGARY, AB T2R 0B2

Phone #: 403 237 0123

Fax #: 403 237 0128

Reference #: 170944.000

Email: QKUEFLER@KSBLAWYERS.COM

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

1 TRANSFORMATION PAINTING & CABINETRY FINISHING LTD.  
71 HERITAGE COVE  
DEWINTON, AB T1S 4J1

Current

Search ID #: Z17600325

**Creditor(s)****Block****Status**

Current

1 KUEFLER STEVENSON BENNETT LLP  
240, 611 - 10TH AVENUE SW  
CALGARY, AB T2R 0B2  
Email: QKUEFLER@KSBLAWYERS.COM

**Particulars****Block****Additional Information****Status**

1 This registration is a re-registration of registration 21020525361 pursuant to section 35(4) of the Civil Enforcement Act. Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23020828162

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Feb-08

Registration Status: Current

Expiry Date: 2029-Feb-08 23:59:59

Inexact Match on: Debtor No: 2

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

Current

1 GK CAPITAL INC.  
4110 68TH STREET  
STETTTLER, AB T0C2L1

**Block****Status**

Current

2 TRANSFORMED COFFEE CO.  
4110 68TH STREET  
STETTTLER, AB T0C2L1

**Block****Status**

Current

3 VAN VLACK, GARY, MICHAEL  
4110 68TH STREET  
STETTTLER, AB T0C2L1

Birth Date:  
1983-Jan-26

**Block****Status**

Current

4 VAN VLACK, KEELY, RAE  
4110 68TH STREET  
STETTTLER, AB T0C2L1

Birth Date:  
1988-Apr-22

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

Current

1 ESSEX CAPITAL LEASING CORP.  
3280 DEVON DRIVE  
WINDSOR, ON N8X4L4

Search ID #: Z17600325

Email: joanne@essexcapital.ca

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	QTY OF 1 FERLA GRANDE CART BASE PACKAGE WITH FREEZER, SINK, WATER, TABLE, STORAGE SPACE, LIGHTING AND CASH DRAWERS INCLUDING ALL ACCESSORIES, ATTACHMENTS AND SUBSTITUTIONS	Current



Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23032823160

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-28

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact 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 #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23042610198

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Apr-26

Registration Status: Current

Expiry Date: 2028-Apr-26 23:59:59

Inexact Match on: Debtor No: 2

Inexact Match on: Debtor No: 4

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

Current

1 9739190 CANADA INC.  
2-188 WILKINSON ROAD  
BRAMPTON, ON L6T 4W9

**Block****Status**

Current

2 TRANSFORMER LOGISTICS  
2-188 WILKINSON ROAD  
BRAMPTON, ON L6T 4W9

**Block****Status**

Current

3 9739190 CANADA INC.  
120 LAKELAND DR  
BEAUMONT, AB T4X 0B4

**Block****Status**

Current

4 TRANSFORMER LOGISTICS  
120 LAKELAND DR  
BEAUMONT, AB T4X 0B4

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

Current

1 ACCORD SMALL BUSINESS FINANCE CORP.  
300 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Email: csbf.funding@accordfinancial.com

Search ID #: Z17600325

**Block****Status**

2      ACCORD FINANCIAL CANADA CORP.  
 300 - 889 HARBOURSIDE DRIVE  
 NORTH VANCOUVER, BC V7P 3S1  
 Email: csbf.funding@accordfinancial.com

Current

**Block****Status**

3      ACCORD SMALL BUSINESS LEASING CORP.  
 300 - 889 HARBOURSIDE DRIVE  
 NORTH VANCOUVER, BC V7P 3S1  
 Email: csbf.funding@accordfinancial.com

Current

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

1      ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.

Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23060625945

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jun-06

Registration Status: Current

Expiry Date: 2028-Jun-06 23:59:59

Inexact Match on: Debtor No: 1

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

1 TRANSFORMATIVE CEOS 9 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23072415053

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

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

Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2
Inexact Match on:	Debtor	No: 3

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

Current

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

**Block****Status**

Current

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

**Block****Status**

Current

3 TRANSFORMATIVE CEOS 2 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 #: Z17600325

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
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

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23072415206

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

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

Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2
Inexact Match on:	Debtor	No: 3

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

1 TRANSFORMATIVE CEOS 3 MB. LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

**Block****Status**

2 TRANSFORMATIVE CEOS 3 MB. LTD.  
66N 1485 PORTAGE AVENUE  
WINNIPEG, MB R3G 0W4

Current

**Block****Status**

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

Current

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

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

Current

Search ID #: Z17600325

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
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



Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23072415305

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

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

- Inexact Match on: Debtor No: 1
- Inexact Match on: Debtor No: 2
- Inexact 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 #: Z17600325

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
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

Search ID #: Z17600325

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 7 MS LTD.

Search ID #: Z17600325

Date of Search: 2024-Jul-16

Time of Search: 17:10:41

Registration Number: 23101613141

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Oct-16

Registration Status: Current

Expiry Date: 2029-Oct-16 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

**Amendments to Registration**

23101706605

Amendment

2023-Oct-17

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

1 TRANSFORMED RENOVATION & PAINT LTD.  
5147 154 AVE NW  
EDMONTON, AB T5Y0L5

Current

**Block****Status**

2 TRANSFORMED RENOVATION & PAINTING LTD.  
5147 154 AVE NW  
EDMONTON, AB T5Y0L5

Current by  
23101706605**Secured Party / Parties****Block****Status**

1 FORD CREDIT CANADA COMPANY  
BOX 1800 RPO LAKESHORE WEST  
OAKVILLE, ON L6K 0J8  
Email: albertaprod@teranet.ca

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTFW1E50PFC48419	2023	FORD F150	MV - Motor Vehicle	Current


Result Complete

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Services

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Financing Statement

Change Statement

Discharge Statement

Global Change

Individual Debtor

Business Debtor

Registration Number

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Land Titles Online

Plan Deposit Submission

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Business Debtor

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Search by Business Debtor

Date: 2024-07-16  
Time: 6:22:02 PM  
Transaction Number: 10274424411

Business Name: TRANSFORMATIVE CEOS 7 MS LTD.

1 exact match was found.

9 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Transformative CEOs 7 MS Ltd.</a>	2

1. Transformative CEOs 7 MS Ltd.

1.1 Transformative CEOs 7 MS Ltd.: Registration 202220539000 (2022-12-09 11:21:25 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-09
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Transformative CEOs 7 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 Transformative CEOs 7 MS Ltd.: Registration 202220539000 (2022-12-09 11:21:25 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-09
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Transformative CEOs 7 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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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.  
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Account Services

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Financing Statement

Change Statement

Discharge Statement

Global Change

Individual Debtor

Business Debtor

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Plan Deposit Submission

Title Check

Account Information

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Help

Search by Business Debtor: 9 similar matches were found.

Business Debtor Name	No. of Registrations
1. <a href="#">TRANSFORMATIVE CEOS 2 MB. LTD.</a>	3
2. <a href="#">TRANSFORMATIVE CEOS 3 MB. LTD.</a>	3
3. <a href="#">TRANSFORMATIVE CEOS 4 MB. LTD.</a>	3
4. <a href="#">TRANSFORMATIVE CEOS 5 MB. LTD.</a>	2
5. <a href="#">Transformative CEOS 6 MS Ltd.</a>	2
6. <a href="#">Transformative CEOs 4 MB. Ltd.</a>	2
7. <a href="#">Transformative CEOs 8 MS Ltd.</a>	2
8. <a href="#">Transformative CEOs 9 MS Ltd.</a>	2
9. <a href="#">Transformative Ceos Ltd.</a>	2

1. TRANSFORMATIVE CEOS 2 MB. LTD.

☐ Include in Printed Search Results

1.1 TRANSFORMATIVE CEOS 2 MB. LTD.: Registration 202312117403 (2023-07-24 3:33:08 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 2 MB. LTD. TRANSFORMATIVE CEOS 2 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 2 MB. LTD.: Registration 202312117403 (2023-07-24 3:33:08 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 2 MB. LTD. TRANSFORMATIVE CEOS 2 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 2 MB. LTD.: Registration 202312117403 (2023-07-24 3:33:08 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 2 MB. LTD. TRANSFORMATIVE CEOS 2 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

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**2. TRANSFORMATIVE CEOS 3 MB. LTD.**☐ Include in Printed Search Results

<b>2.1 TRANSFORMATIVE CEOS 3 MB. LTD.: Registration 202312117608 (2023-07-24 3:34:35 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB Canada T4C2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 3 MB. LTD.
	TRANSFORMATIVE CEOS 3 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

<b>2.2 TRANSFORMATIVE CEOS 3 MB. LTD.: Registration 202312117608 (2023-07-24 3:34:35 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	66N 1485 PORTAGE AVENUE WINNIPEG, MB Canada R3G0W4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 3 MB. LTD.
	TRANSFORMATIVE CEOS 3 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

<b>2.3 TRANSFORMATIVE CEOS 3 MB. LTD.: Registration 202312117608 (2023-07-24 3:34:35 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 3 MB. LTD.
	TRANSFORMATIVE CEOS 3 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

[Back to Top](#)**3. TRANSFORMATIVE CEOS 4 MB. LTD.**☐ Include in Printed Search Results

<b>3.1 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB Canada T4C2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 4 MB. LTD.
	TRANSFORMATIVE CEOS 4 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT:

<b>Additional Information</b>	TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9
<b>3.2 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	66N 1485 PORTAGE AVENUE WINNIPEG, MB Canada R3G0W4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 4 MB. LTD. TRANSFORMATIVE CEOS 4 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9
<b>3.3 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 4 MB. LTD. TRANSFORMATIVE CEOS 4 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9
<a href="#">Back to Top</a>	
<b>4. TRANSFORMATIVE CEOS 5 MB. LTD.</b> <input type="checkbox"/> Include in Printed Search Results	
<b>4.1 TRANSFORMATIVE CEOS 5 MB. LTD.: Registration 202321084402 (2023-12-21 2:37:56 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2033-12-21
<b>Debtor Address</b>	763 HAWKSIDE MEWS NW CALGARY, AB CA T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 5 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6
<b>General Collateral Description</b>	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.
<b>4.2 TRANSFORMATIVE CEOS 5 MB. LTD.: Registration 202321084402 (2023-12-21 2:37:56 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2033-12-21
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 5 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6

<b>General Collateral Description</b>	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.
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**5. Transformative CEOS 6 MS Ltd.**
☐ Include in Printed Search Results

<b>5.1 Transformative CEOS 6 MS Ltd.: Registration 202217198005 (2022-10-12 3:51:46 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-10-12
<b>Debtor Address</b>	763 Hawkside Mews NW Calgary, AB CA T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOS 6 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6
<b>General Collateral Description</b>	The security interest is taken in all of the debtor's present and after-acquired personal property.

<b>5.2 Transformative CEOS 6 MS Ltd.: Registration 202217198005 (2022-10-12 3:51:46 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-10-12
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOS 6 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6
<b>General Collateral Description</b>	The security interest is taken in all of the debtor's present and after-acquired personal property.

[Back to Top](#)
**6. Transformative CEOs 4 MB. Ltd.**
☐ Include in Printed Search Results

<b>6.1 Transformative CEOs 4 MB. Ltd.: Registration 202304823609 (2023-03-29 1:58:31 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-03-29
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOs 4 MB. Ltd.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

<b>6.2 Transformative CEOs 4 MB. Ltd.: Registration 202304823609 (2023-03-29 1:58:31 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-03-29
<b>Debtor Address</b>	763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOs 4 MB. Ltd.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

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## 7. Transformative CEOs 8 MS Ltd.

☐ Include in Printed Search Results

7.1 Transformative CEOs 8 MS Ltd.: Registration 202300328409 (2023-01-06 6:14:11 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-06
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Transformative CEOs 8 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

7.2 Transformative CEOs 8 MS Ltd.: Registration 202300328409 (2023-01-06 6:14:11 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-06
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Transformative CEOs 8 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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## 8. Transformative CEOs 9 MS Ltd.

☐ Include in Printed Search Results

8.1 Transformative CEOs 9 MS Ltd.: Registration 202309193603 (2023-06-06 12:53:07 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-06
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Transformative CEOs 9 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

8.2 Transformative CEOs 9 MS Ltd.: Registration 202309193603 (2023-06-06 12:53:07 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-06
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Transformative CEOs 9 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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## 9. Transformative Ceos Ltd.

☐ Include in Printed Search Results

9.1 Transformative Ceos Ltd.: Registration 202301727005 (2023-02-02 12:24:39 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	Transformative Ceos 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.

<b>9.2 Transformative Ceos Ltd.: Registration 202301727005 (2023-02-02 12:24:39 PM)</b>				
<b>Registered under</b>		The Personal Property Security Act		
<b>Expiry Date (YYYY-MM-DD)</b>		2033-02-02		
<b>Debtor Address</b>		763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2		
<b>This registration is jointly registered with these business debtors</b>		Transformative Ceos Ltd.		
<b>Secured Parties (party code, name, address)</b>		Bank of Montreal 105,rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6		
<b>General Collateral Description</b>		*The security interest is taken in all of the debtor's present and after-acquired personal property.		
<a href="#">Back to Top</a>				
<b>Search Results</b>	<b>Similar Matches</b>	<b>Print Requests</b>	<b>Mailing Information</b>	<b>Payment</b>

[Printer Friendly Version](#)

Search ID #: Z17600326

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589188-EDD3 5  
4483

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 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 #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 98110210030

Registration Type: LAND CHARGE

Registration Date: 1998-Nov-02

Registration Status: Current

Registration Term: Infinity

Inexact Match on: Debtor No: 1

**Amendments to Registration**

10120220700	Amendment	2010-Dec-02
16110504808	Amendment	2016-Nov-05

**Debtor(s)**

**Block**

**Status**

1 TRANSFORMED RENOVATING & PAINTING LTD  
15643 85 STREET  
EDMONTON, AB T5Z3B5

Current

**Secured Party / Parties**

**Block**

**Status**

1 THE ALBERTA NEW HOME WARRANTY PROGRAM  
#201, 208 - 57 AVENUE S.W.  
CALGARY, AB T2H2K8

Deleted by  
10120220700

**Block**

**Status**

2 THE ALBERTA NEW HOME WARRANTY PROGRAM  
SUITE 301, 30 SPRINGBOROUGH BLVD. S.W.  
CALGARY, AB T3H 0N9  
Phone #: 403 253 3636 Fax #: 403 253 5062

Deleted by  
16110504808

**Block**

**Status**

3 THE NEW HOME WARRANTY INSURANCE (CANADA) CORPORATION  
SUITE 301, 30 SPRINGBOROUGH BLVD. S.W.  
CALGARY, AB T3H 0N9  
Phone #: 403 253 3636 Fax #: 403 253 5062

Current by  
16110504808

**Search ID #: Z17600326**

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 09100913374

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Oct-09

Registration Status: Current

Expiry Date: 2024-Oct-09 23:59:59

Inexact Match on: Debtor No: 1

**Amendments to Registration**

14090542309	Renewal	2014-Sep-05
19090610408	Renewal	2019-Sep-06

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

1 TRANSFORMATIONS HEALTH SPA LTD.  
116 KEYSTONE LANE  
LEDUC, AB T9E 0J5

Current

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

1 ROYAL BANK OF CANADA  
180 WELLINGTON STREET WEST  
TORONTO, ON M5J 1J1

Current

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

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 19020601297  
Registration Date: 2019-Feb-06

Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2025-Feb-06 23:59:59

Inexact Match on: Debtor No: 2

**Amendments to Registration**

21012930157	Renewal	2021-Jan-29
23012622215	Renewal	2023-Jan-26

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	9739190 CANADA INC. 120 LAKELAND DRIVE BEAUMONT, AB T4X0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
2	TRANSFORMER LOGISTICS 120 LAKELAND DRIVE BEAUMONT, AB T4X0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
3	KHARAUD, NARINDER, SINGH 120 LAKELAND DRIVE BEAUMONT, AB T4X0B4	Current
	Birth Date: 1956-Apr-18	

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	FACTOR DIRECT CORP 222-1111 FINCH AVE WEST TORONTO, ON M3J2E5	Current

Search ID #: Z17600326

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENTLY EXISTING OR HEREAFTER ARISING, NOW OWNED OR HEREAFTER ACQUIRED ACCOUNTS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CHATTEL PAPER, ELECTRONIC CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, RESERVES, RESERVE ACCOUNTS, REBATES, AND GENERAL INTANGIBLES, AND ALL BOOKS AND RECORDS PERTAINING TO ACCOUNTS AND ALL PROCEEDS OF THE FOREGOING PROPERTY DESCRIBED IN ANY SCHEDULE OR ADDENDUM TO THE FULL FACTORING AGREEMENT. NOTICE-PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED ABOVE.	Current



Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 20031032834

Registration Type: WORKERS' COMPENSATION BOARD CHARGE

Registration Date: 2020-Mar-10

Registration Status: Current

Registration Term: Infinity

The WCB Charge Amount is \$4,955.74

Inexact Match on: Debtor No: 1

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

Current

1 TRANSFORM ENVIRONMENTAL INC.  
PO BOX 900  
MASKWACIS, AB T0C 1N0

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

Current

1 WORKERS' COMPENSATION BOARD/COLLECTION UNIT  
9912 107 STREET  
EDMONTON, AB T5K 1G5  
Phone #: 780 509 1395 Fax #: 780 498 7999

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

Current

1 ALL PRESENT AND AFTER-ACQUIRED PROPERTY AND ALL PROPERTY USED IN  
CONNECTION, PURSUANT TO WCB ACT S129

**Particulars****Block****Additional Information****Status**

Current

1 WCB ACCOUNT # 8919209

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 21111210863

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Nov-12

Registration Status: Current

Expiry Date: 2027-Nov-12 23:59:59

Inexact Match on: Debtor No: 1

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

Current

1 TRANSFORMATIVE SALES SOLUTION INC.  
3530 11A ST NE  
CALGARY, AB T2E6M7

**Block****Status**

Current

2 AL-QADAH, ABDULRAHMAN, OSAMA M  
412-4303 1 ST NE  
CALGARY, AB T2E7M3

Birth Date:  
1995-Apr-19

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

Current

1 FORD CREDIT CANADA COMPANY  
BOX 1800 RPO LAKESHORE WEST  
OAKVILLE, ON L6K 0J8  
Email: albertaprod@teranet.ca

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTFW1E88MKE61177	2021	FORD F150	MV - Motor Vehicle	Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 21122325102

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Dec-23

Registration Status: Current

Expiry Date: 2026-Dec-23 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

**Amendments to Registration**

21122420275

Amendment

2021-Dec-24

**Debtor(s)**

**Block**

**Status**

1 TRANSFORMATIONAL PATHWAYS INC  
9A STREET NW SUITE 302  
CALGARY, AB T2G 0Y4

Current

**Block**

**Status**

2 TRANSFORMATIONAL PATHWAYS INC  
994 WILDWOOD DRIVE  
NEW MARKET, ON L3Y 2B5

Current by  
21122420275

**Secured Party / Parties**

**Block**

**Status**

1 THE TORONTO-DOMINION BANK - 05422  
1155 DAVIS DRIVE  
NEWMARKET, ON L3Y 8R1  
Email: abautonsp@teranet.ca

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 22100520584

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-05

Registration Status: Current

Expiry Date: 2032-Oct-05 23:59:59

Inexact Match on: Debtor No: 1

Inexact 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

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 #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 22101227675

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-12

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

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

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

Current

**Block****Status**

2 TRANSFORMATIVE CEOS 6 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

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 22120910732

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Dec-09

Registration Status: Current

Expiry Date: 2027-Dec-09 23:59:59

Inexact Match on: Debtor No: 1

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

1 TRANSFORMATIVE CEOS 7 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23010630372

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-06

Registration Status: Current

Expiry Date: 2028-Jan-06 23:59:59

Exact Match on: Debtor No: 1

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

1 TRANSFORMATIVE CEOS 8 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23013127300

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-31

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

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

Current

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

**Block****Status**

Current

2 TRANSFORMATIVE CEOS 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 #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23020312767  
Registration Date: 2023-Feb-03

Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2029-Feb-03 23:59:59

Inexact Match on: Debtor No: 4  
Inexact Match on: Debtor No: 5  
Inexact Match on: Debtor No: 6

**Debtor(s)**

<b><u>Block</u></b>	<b><u>Status</u></b>
1 GK CAPITAL INC. 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
2 GK CAPITAL INC 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
3 GK CAPITAL 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
4 TRANSFORMED COFFEE CO. 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
5 TRANSFORMED COFFEE CO 4110 68TH STREET STETTTLER, AB T0C 2L1	Current

Search ID #: Z17600326

**Block**

6 TRANSFORMED COFFEE  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

**Block**

7 VAN VLACK, GARY, MICHAEL  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

8 VAN VLACK, GARY, M  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

9 VANVLACK, GARY, MICHAEL  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

10 VAN VLACK, GARY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

11 VAN VLACK, KEELY, RAE  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1988-Apr-22

**Block**

12 VAN VLACK, KEELY, R  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1988-Apr-22

Search ID #: Z17600326

**Block****Status**

Current

13 VAN VLACK, KEELY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Block****Status**

Current

14 VANVLACK, KEELY, RAE  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Block****Status**

Current

15 VANVLACK, KEELY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Block****Status**

Current

16 ENNIS, KEELY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

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

Current

1 INDCOM LEASING INC.  
5061 URE STREET  
OLDCASTLE, ON N0R 1L0  
Email: absecparties@avssystems.ca

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

Current

1 FERLA BIKE/CART WITH FREEZER, ECOFLOW DELTA POWER STATION, NUOVA SIMONELLI ESPRESSO MACHINE AND MYTHOS PRO GRINDER TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND IN CONNECTION WITH THEREFOR SAID EQUIPMENT.

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23020625454

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Feb-06

Registration Status: Current

Expiry Date: 2028-Feb-06 23:59:59

Inexact Match on: Debtor No: 3

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	GK CAPITAL INC. 4110 68 ST STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
2	GK CAPITAL 4110 68 ST STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
3	TRANSFORMED COFFEE CO. 4110 68 ST STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
4	VANVLACK, KEELY 6101 SPRUCE DR STETTTLER, AB T0C 2L1	Current
	Birth Date: 1988-Apr-22	
<b><u>Block</u></b>		<b><u>Status</u></b>
5	ENNIS, KEELY 6101 SPRUCE DR STETTTLER, AB T0C 2L1	Current
	Birth Date: 1988-Apr-22	

Search ID #: Z17600326

**Block**

6 VAN VLACK, KEELY  
6101 SPRUCE DR  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

7 VAN VLACK, KEELY, RAE  
4110 68 ST  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

8 VAN VLACK, KEELY, RAE  
6101 SPRUCE DR  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

9 VAN VLACK, GARY, MICHAEL  
4110 68 ST  
STETTLER, AB T0C 2L1

Birth Date:  
1983-Jan-26

**Status**

Current

**Block**

10 VAN VLACK, GARY  
4110 68 ST  
STETTLER, AB T0C 2L1

Birth Date:  
1983-Jan-26

**Status**

Current

**Block**

11 VANVLACK, GARY  
PO BOX 371  
WASKATENAU, AB T0A 3P0

Birth Date:  
1983-Jan-26

**Status**

Current

**Block**

12 VAN VLACK, GARY, MICHAEL  
PO BOX 371  
WASKATENAU, AB T0A 3P0

**Status**

Current

Search ID #: Z17600326

 Birth Date:  
1983-Jan-26
**Block****Status**

Current

 13 VAN VLACK, GARY  
PO BOX 371  
WASKATENAU, AB T0A 3P0

 Birth Date:  
1983-Jan-26
**Secured Party / Parties****Block****Status**

Current

 1 VAULT CREDIT CORPORATION  
41 SCARSDALE ROAD, SUITE 5  
TORONTO, ON M3B 2R2  
Email: absecparties@avssystems.ca
**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	2SFAL1262P1083761	2023	SOUTHLAND ROYAL LT	TR - Trailer	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE 2023 SOUTHLAND ROYAL LT-5FT. BY 12FT. SINGLE AXLE CARGO SOUTHLAND TRAILER CORP, ' FLAT TOP CARGO TRAILER - FLAT NOSE, BARN DOOR. VIN#: 2SFAL1262P1083761, ONE NUOVA SIMONELLI APPIA LIFE 1-GR VOL ESP.MACHINE (BLK) W/EASYCREAM S/N: 685242, ONE NUOVA SIMONELLI MYTHOS CLIMA-PRO (3 OR 5-BUTTON) LOW-RPMW/TITANIUM BURRS (BLK) S/N: NS0012224573104 DESCRIBED IN AGREEMENT NUMBER (288993) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23020814816

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Feb-08

Registration Status: Current

Expiry Date: 2025-Feb-08 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2001-10619

Judgment Date is 2021-Jan-19

This Writ was issued on 2021-Feb-02

Type of Judgment is Other

Original Judgment Amount: \$7,045.35

Costs Are: \$0.00

Post Judgment Interest: \$55.52

Current Amount Owing: \$7,100.87

Inexact Match on: Debtor No: 1

**Amendments to Registration**

23020814886

Amendment

2023-Feb-08

**Solicitor / Agent**

KUEFLER STEVENSON BENNETT LLP  
240, 611 - 10TH AVENUE S.W.  
CALGARY, AB T2R 0B2

Phone #: 403 237 0123

Fax #: 403 237 0128

Reference #: 170944.000

Email: QKUEFLER@KSBLAWYERS.COM

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

1 TRANSFORMATION PAINTING & CABINETRY FINISHING LTD.  
71 HERITAGE COVE  
DEWINTON, AB T1S 4J1

Current

Search ID #: Z17600326

**Creditor(s)****Block****Status**

Current

1 KUEFLER STEVENSON BENNETT LLP  
240, 611 - 10TH AVENUE SW  
CALGARY, AB T2R 0B2  
Email: QKUEFLER@KSBLAWYERS.COM

**Particulars****Block****Additional Information****Status**

1 This registration is a re-registration of registration 21020525361 pursuant to section 35(4) of the Civil Enforcement Act. Current



Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23020828162

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Feb-08

Registration Status: Current

Expiry Date: 2029-Feb-08 23:59:59

Inexact Match on: Debtor No: 2

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	GK CAPITAL INC. 4110 68TH STREET STETTTLER, AB T0C2L1	Current

<b><u>Block</u></b>		<b><u>Status</u></b>
2	TRANSFORMED COFFEE CO. 4110 68TH STREET STETTTLER, AB T0C2L1	Current

<b><u>Block</u></b>		<b><u>Status</u></b>
3	VAN VLACK, GARY, MICHAEL 4110 68TH STREET STETTTLER, AB T0C2L1	Current

Birth Date:  
1983-Jan-26

<b><u>Block</u></b>		<b><u>Status</u></b>
4	VAN VLACK, KEELY, RAE 4110 68TH STREET STETTTLER, AB T0C2L1	Current

Birth Date:  
1988-Apr-22

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	ESSEX CAPITAL LEASING CORP. 3280 DEVON DRIVE WINDSOR, ON N8X4L4	Current

Search ID #: Z17600326

Email: joanne@essexcapital.ca

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	QTY OF 1 FERLA GRANDE CART BASE PACKAGE WITH FREEZER, SINK, WATER, TABLE, STORAGE SPACE, LIGHTING AND CASH DRAWERS INCLUDING ALL ACCESSORIES, ATTACHMENTS AND SUBSTITUTIONS	Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23032823160

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-28

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	TRANSFORMATIVE CEOS 4 MB. LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current
2	TRANSFORMATIVE CEOS 4 MB. LTD. 763 HAWKSIDE MEWS NW CALGARY, AB T3G 3S2	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC H2Y 1L6 Email: luigi.porco@bmo.com	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23042610198

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Apr-26

Registration Status: Current

Expiry Date: 2028-Apr-26 23:59:59

Inexact Match on: Debtor No: 2

Inexact Match on: Debtor No: 4

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

Current

1 9739190 CANADA INC.  
2-188 WILKINSON ROAD  
BRAMPTON, ON L6T 4W9

**Block****Status**

Current

2 TRANSFORMER LOGISTICS  
2-188 WILKINSON ROAD  
BRAMPTON, ON L6T 4W9

**Block****Status**

Current

3 9739190 CANADA INC.  
120 LAKELAND DR  
BEAUMONT, AB T4X 0B4

**Block****Status**

Current

4 TRANSFORMER LOGISTICS  
120 LAKELAND DR  
BEAUMONT, AB T4X 0B4

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

Current

1 ACCORD SMALL BUSINESS FINANCE CORP.  
300 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Email: csbf.funding@accordfinancial.com

Search ID #: Z17600326

**Block****Status**

2      ACCORD FINANCIAL CANADA CORP.  
 300 - 889 HARBOURSIDE DRIVE  
 NORTH VANCOUVER, BC V7P 3S1  
 Email: csbf.funding@accordfinancial.com

Current

**Block****Status**

3      ACCORD SMALL BUSINESS LEASING CORP.  
 300 - 889 HARBOURSIDE DRIVE  
 NORTH VANCOUVER, BC V7P 3S1  
 Email: csbf.funding@accordfinancial.com

Current

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

1      ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.

Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23060625945

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jun-06

Registration Status: Current

Expiry Date: 2028-Jun-06 23:59:59

Inexact Match on: Debtor No: 1

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

1 TRANSFORMATIVE CEOS 9 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23072415053

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

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

Inexact Match on: Debtor No: 1  
Inexact Match on: Debtor No: 2  
Inexact Match on: Debtor No: 3

**Debtor(s)**

**Block**

**Status**  
Current

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

**Block**

**Status**  
Current

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

**Block**

**Status**  
Current

3 TRANSFORMATIVE CEOS 2 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 #: Z17600326

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
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



Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23072415206

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

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

Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2
Inexact Match on:	Debtor	No: 3

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

Current

1 TRANSFORMATIVE CEOS 3 MB. LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

**Block****Status**

Current

2 TRANSFORMATIVE CEOS 3 MB. LTD.  
66N 1485 PORTAGE AVENUE  
WINNIPEG, MB R3G 0W4

**Block****Status**

Current

3 TRANSFORMATIVE CEOS 3 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 #: Z17600326

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
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

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23072415305

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Inexact 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 #: Z17600326

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
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

Search ID #: Z17600326

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 8 MS LTD.

Search ID #: Z17600326

Date of Search: 2024-Jul-16

Time of Search: 17:10:48

Registration Number: 23101613141

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Oct-16

Registration Status: Current

Expiry Date: 2029-Oct-16 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

**Amendments to Registration**

23101706605

Amendment

2023-Oct-17

**Debtor(s)**

**Block**

**Status**

1 TRANSFORMED RENOVATION & PAINT LTD.  
5147 154 AVE NW  
EDMONTON, AB T5Y0L5

Current

**Block**

**Status**

2 TRANSFORMED RENOVATION & PAINTING LTD.  
5147 154 AVE NW  
EDMONTON, AB T5Y0L5

Current by  
23101706605

**Secured Party / Parties**

**Block**

**Status**

1 FORD CREDIT CANADA COMPANY  
BOX 1800 RPO LAKESHORE WEST  
OAKVILLE, ON L6K 0J8  
Email: albertaprod@teranet.ca

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTFW1E50PFC48419	2023	FORD F150	MV - Motor Vehicle	Current

ENGLISH  
FRANÇAIS

The Property Registry

A Service Provider  
for the Province of Manitoba

Sue Shaunessy

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Services

Account Services

Registration Services

Search Services

Other Services

eRegistration

Business Debtor

1. Transformative CEOs 8 MS Ltd.

1.2 Transformative CEOs 8 MS Ltd.

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Search Results

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Print Requests

Mailing Information

Payment

ENGLISH  
FRANÇAIS

The Property Registry

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for the Province of Manitoba

Sue Shaunessy

Business Debtor

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

ENGLISH  
FRANÇAIS

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A Service Provider  
for the Province of Manitoba

Sue Shaunessy

Business Debtor

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Business Debtor

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Help

Search by Business Debtor

Date: 2024-07-16  
Time: 6:22:42 PM  
Transaction Number: 10274424457  
Business Name: TRANSFORMATIVE CEOS 8 MS LTD.

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

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Transformative CEOs 8 MS Ltd.</a>	2

1. Transformative CEOs 8 MS Ltd.

1.1 Transformative CEOs 8 MS Ltd.: Registration 202300328409 (2023-01-06 6:14:11 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-06
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Transformative CEOs 8 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 Transformative CEOs 8 MS Ltd.: Registration 202300328409 (2023-01-06 6:14:11 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-06
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Transformative CEOs 8 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

[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

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The Property Registry

A Service Provider  
for the Province of Manitoba

Sue Shaunessy

Business Debtor


**Logoff**

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**Services**

**Account Services**

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**Registration Services**

- Financing Statement
- Change Statement
- Discharge Statement
- Global Change

**Search Services**

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- Business Debtor
- Registration Number
- Serial Number
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**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: 9 similar matches were found.**

Business Debtor Name	No. of Registrations
1. <a href="#">TRANSFORMATIVE CEOS 2 MB. LTD.</a>	3
2. <a href="#">TRANSFORMATIVE CEOS 3 MB. LTD.</a>	3
3. <a href="#">TRANSFORMATIVE CEOS 4 MB. LTD.</a>	3
4. <a href="#">TRANSFORMATIVE CEOS 5 MB. LTD.</a>	2
5. <a href="#">Transformative CEOS 6 MS Ltd.</a>	2
6. <a href="#">Transformative CEOs 4 MB. Ltd.</a>	2
7. <a href="#">Transformative CEOs 7 MS Ltd.</a>	2
8. <a href="#">Transformative CEOs 9 MS Ltd.</a>	2
9. <a href="#">Transformative Ceos Ltd.</a>	2

**1. TRANSFORMATIVE CEOS 2 MB. LTD.** ☐ Include in Printed Search Results

**1.1 TRANSFORMATIVE CEOS 2 MB. LTD.: Registration 202312117403 (2023-07-24 3:33:08 PM)**

<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB Canada T4C2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 2 MB. LTD. TRANSFORMATIVE CEOS 2 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

**1.2 TRANSFORMATIVE CEOS 2 MB. LTD.: Registration 202312117403 (2023-07-24 3:33:08 PM)**

<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	66N 1485 PORTAGE AVENUE WINNIPEG, MB Canada R3G0W4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 2 MB. LTD. TRANSFORMATIVE CEOS 2 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

**1.3 TRANSFORMATIVE CEOS 2 MB. LTD.: Registration 202312117403 (2023-07-24 3:33:08 PM)**

<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 2 MB. LTD. TRANSFORMATIVE CEOS 2 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

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**2. TRANSFORMATIVE CEOS 3 MB. LTD.**☐ Include in Printed Search Results

<b>2.1 TRANSFORMATIVE CEOS 3 MB. LTD.: Registration 202312117608 (2023-07-24 3:34:35 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB Canada T4C2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 3 MB. LTD.
	TRANSFORMATIVE CEOS 3 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

<b>2.2 TRANSFORMATIVE CEOS 3 MB. LTD.: Registration 202312117608 (2023-07-24 3:34:35 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	66N 1485 PORTAGE AVENUE WINNIPEG, MB Canada R3G0W4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 3 MB. LTD.
	TRANSFORMATIVE CEOS 3 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

<b>2.3 TRANSFORMATIVE CEOS 3 MB. LTD.: Registration 202312117608 (2023-07-24 3:34:35 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 3 MB. LTD.
	TRANSFORMATIVE CEOS 3 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

[Back to Top](#)**3. TRANSFORMATIVE CEOS 4 MB. LTD.**☐ Include in Printed Search Results

<b>3.1 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB Canada T4C2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 4 MB. LTD.
	TRANSFORMATIVE CEOS 4 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT:



<b>Additional Information</b>	TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9
<b>3.2 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	66N 1485 PORTAGE AVENUE WINNIPEG, MB Canada R3G0W4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 4 MB. LTD. TRANSFORMATIVE CEOS 4 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9
<b>3.3 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 4 MB. LTD. TRANSFORMATIVE CEOS 4 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9
<a href="#">Back to Top</a>	
<b>4. TRANSFORMATIVE CEOS 5 MB. LTD.</b> <input type="checkbox"/> Include in Printed Search Results	
<b>4.1 TRANSFORMATIVE CEOS 5 MB. LTD.: Registration 202321084402 (2023-12-21 2:37:56 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2033-12-21
<b>Debtor Address</b>	763 HAWKSIDE MEWS NW CALGARY, AB CA T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 5 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6
<b>General Collateral Description</b>	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.
<b>4.2 TRANSFORMATIVE CEOS 5 MB. LTD.: Registration 202321084402 (2023-12-21 2:37:56 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2033-12-21
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 5 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6

<b>General Collateral Description</b>	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.
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**5. Transformative CEOS 6 MS Ltd.**
☐ Include in Printed Search Results

<b>5.1 Transformative CEOS 6 MS Ltd.: Registration 202217198005 (2022-10-12 3:51:46 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-10-12
<b>Debtor Address</b>	763 Hawkside Mews NW Calgary, AB CA T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOS 6 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6
<b>General Collateral Description</b>	The security interest is taken in all of the debtor's present and after-acquired personal property.

<b>5.2 Transformative CEOS 6 MS Ltd.: Registration 202217198005 (2022-10-12 3:51:46 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-10-12
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOS 6 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6
<b>General Collateral Description</b>	The security interest is taken in all of the debtor's present and after-acquired personal property.

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**6. Transformative CEOs 4 MB. Ltd.**
☐ Include in Printed Search Results

<b>6.1 Transformative CEOs 4 MB. Ltd.: Registration 202304823609 (2023-03-29 1:58:31 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-03-29
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOs 4 MB. Ltd.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

<b>6.2 Transformative CEOs 4 MB. Ltd.: Registration 202304823609 (2023-03-29 1:58:31 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-03-29
<b>Debtor Address</b>	763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOs 4 MB. Ltd.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

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## 7. Transformative CEOs 7 MS Ltd.

☐ Include in Printed Search Results**7.1 Transformative CEOs 7 MS Ltd.: Registration 202220539000 (2022-12-09 11:21:25 AM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-09
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Transformative CEOs 7 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

**7.2 Transformative CEOs 7 MS Ltd.: Registration 202220539000 (2022-12-09 11:21:25 AM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-09
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Transformative CEOs 7 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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## 8. Transformative CEOs 9 MS Ltd.

☐ Include in Printed Search Results**8.1 Transformative CEOs 9 MS Ltd.: Registration 202309193603 (2023-06-06 12:53:07 PM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-06
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Transformative CEOs 9 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

**8.2 Transformative CEOs 9 MS Ltd.: Registration 202309193603 (2023-06-06 12:53:07 PM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-06
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Transformative CEOs 9 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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## 9. Transformative Ceos Ltd.

☐ Include in Printed Search Results**9.1 Transformative Ceos Ltd.: Registration 202301727005 (2023-02-02 12:24:39 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	Transformative Ceos 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.

9.2 Transformative Ceos Ltd.: Registration 202301727005 (2023-02-02 12:24:39 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		Transformative Ceos 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.		
<a href="#">Back to Top</a>				
Search Results	Similar Matches	Print Requests	Mailing Information	Payment

[Printer Friendly Version](#)

Search ID #: Z17600327

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589189-EDD3 5  
4483

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 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 #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 98110210030

Registration Type: LAND CHARGE

Registration Date: 1998-Nov-02

Registration Status: Current

Registration Term: Infinity

Inexact Match on: Debtor No: 1

**Amendments to Registration**

10120220700	Amendment	2010-Dec-02
16110504808	Amendment	2016-Nov-05

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

1 TRANSFORMED RENOVATING & PAINTING LTD  
15643 85 STREET  
EDMONTON, AB T5Z3B5

Current

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

1 THE ALBERTA NEW HOME WARRANTY PROGRAM  
#201, 208 - 57 AVENUE S.W.  
CALGARY, AB T2H2K8

Deleted by  
10120220700**Block****Status**

2 THE ALBERTA NEW HOME WARRANTY PROGRAM  
SUITE 301, 30 SPRINGBOROUGH BLVD. S.W.  
CALGARY, AB T3H 0N9  
Phone #: 403 253 3636 Fax #: 403 253 5062

Deleted by  
16110504808**Block****Status**

3 THE NEW HOME WARRANTY INSURANCE (CANADA) CORPORATION  
SUITE 301, 30 SPRINGBOROUGH BLVD. S.W.  
CALGARY, AB T3H 0N9  
Phone #: 403 253 3636 Fax #: 403 253 5062

Current by  
16110504808

**Search ID #: Z17600327**

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 09100913374

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Oct-09

Registration Status: Current

Expiry Date: 2024-Oct-09 23:59:59

Inexact Match on: Debtor No: 1

**Amendments to Registration**

14090542309	Renewal	2014-Sep-05
19090610408	Renewal	2019-Sep-06

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	TRANSFORMATIONS HEALTH SPA LTD. 116 KEYSTONE LANE LEDUC, AB T9E 0J5	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	ROYAL BANK OF CANADA 180 WELLINGTON STREET WEST TORONTO, ON M5J 1J1	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current



Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 19020601297  
Registration Date: 2019-Feb-06

Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2025-Feb-06 23:59:59

Inexact Match on: Debtor No: 2

**Amendments to Registration**

21012930157	Renewal	2021-Jan-29
23012622215	Renewal	2023-Jan-26

**Debtor(s)**

**Block**

**Status**  
Current

1 9739190 CANADA INC.  
120 LAKELAND DRIVE  
BEAUMONT, AB T4X0B4

**Block**

**Status**  
Current

2 TRANSFORMER LOGISTICS  
120 LAKELAND DRIVE  
BEAUMONT, AB T4X0B4

**Block**

**Status**  
Current

3 KHARAUD, NARINDER, SINGH  
120 LAKELAND DRIVE  
BEAUMONT, AB T4X0B4

Birth Date:  
1956-Apr-18

**Secured Party / Parties**

**Block**

**Status**  
Current

1 FACTOR DIRECT CORP  
222-1111 FINCH AVE WEST  
TORONTO, ON M3J2E5

Search ID #: Z17600327

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENTLY EXISTING OR HEREAFTER ARISING, NOW OWNED OR HEREAFTER ACQUIRED ACCOUNTS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CHATTEL PAPER, ELECTRONIC CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, RESERVES, RESERVE ACCOUNTS, REBATES, AND GENERAL INTANGIBLES, AND ALL BOOKS AND RECORDS PERTAINING TO ACCOUNTS AND ALL PROCEEDS OF THE FOREGOING PROPERTY DESCRIBED IN ANY SCHEDULE OR ADDENDUM TO THE FULL FACTORING AGREEMENT. NOTICE-PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED ABOVE.	Current

Search ID #: Z17600327

**Business Debtor Search For:**  
TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327      Date of Search: 2024-Jul-16      Time of Search: 17:10:56

Registration Number: 20031032834      Registration Type: WORKERS' COMPENSATION BOARD CHARGE  
Registration Date: 2020-Mar-10      Registration Status: Current  
Registration Term: Infinity

The WCB Charge Amount is \$4,955.74

Inexact Match on: Debtor      No: 1

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	TRANSFORM ENVIRONMENTAL INC. PO BOX 900 MASKWACIS, AB T0C 1N0	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	WORKERS' COMPENSATION BOARD/COLLECTION UNIT 9912 107 STREET EDMONTON, AB T5K 1G5 Phone #: 780 509 1395      Fax #: 780 498 7999	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PROPERTY AND ALL PROPERTY USED IN CONNECTION, PURSUANT TO WCB ACT S129	Current

**Particulars**

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
1	WCB ACCOUNT # 8919209	Current

Search ID #: Z17600327

**Business Debtor Search For:**  
TRANSFORMATIVE CEOS 9 MS LTD.

**Search ID #:** Z17600327      **Date of Search:** 2024-Jul-16      **Time of Search:** 17:10:56

Registration Number: 21111210863      Registration Type: SECURITY AGREEMENT  
Registration Date: 2021-Nov-12      Registration Status: Current  
Expiry Date: 2027-Nov-12 23:59:59

Inexact Match on: Debtor      No: 1

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	TRANSFORMATIVE SALES SOLUTION INC. 3530 11A ST NE CALGARY, AB T2E6M7	Current
2	AL-QADAH, ABDULRAHMAN, OSAMA M 412-4303 1 ST NE CALGARY, AB T2E7M3	Current
	Birth Date: 1995-Apr-19	

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	FORD CREDIT CANADA COMPANY BOX 1800 RPO LAKESHORE WEST OAKVILLE, ON L6K 0J8 Email: albertaprod@teranet.ca	Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTFW1E88MKE61177	2021	FORD F150	MV - Motor Vehicle	Current

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 21122325102

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Dec-23

Registration Status: Current

Expiry Date: 2026-Dec-23 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

**Amendments to Registration**

21122420275

Amendment

2021-Dec-24

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

1 TRANSFORMATIONAL PATHWAYS INC  
9A STREET NW SUITE 302  
CALGARY, AB T2G 0Y4

Current

**Block****Status**

2 TRANSFORMATIONAL PATHWAYS INC  
994 WILDWOOD DRIVE  
NEW MARKET, ON L3Y 2B5

Current by  
21122420275**Secured Party / Parties****Block****Status**

1 THE TORONTO-DOMINION BANK - 05422  
1155 DAVIS DRIVE  
NEWMARKET, ON L3Y 8R1  
Email: abautonsp@teranet.ca

Current

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

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327      Date of Search: 2024-Jul-16      Time of Search: 17:10:56

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Registration Number: 22100520584	Registration Type: SECURITY AGREEMENT
Registration Date: 2022-Oct-05	Registration Status: Current
	Expiry Date: 2032-Oct-05 23:59:59

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Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2

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**Debtor(s)**

<u>Block</u>		<u>Status</u>
1	TRANSFORMATIVE CEOS 5 MB. LTD. 763 HAWKSIDE MEWS NW CALGARY, AB T3G 3S2	Current
2	TRANSFORMATIVE CEOS 5 MB. LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<u>Block</u>		<u>Status</u>
1	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC H2Y 1L6 Email: luigi.porco@bmo.com	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
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 #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 22101227675

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-12

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

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

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

Current

**Block****Status**

2 TRANSFORMATIVE CEOS 6 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

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 22120910732

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Dec-09

Registration Status: Current

Expiry Date: 2027-Dec-09 23:59:59

Inexact Match on: Debtor No: 1

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

1 TRANSFORMATIVE CEOS 7 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current



Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23010630372

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-06

Registration Status: Current

Expiry Date: 2028-Jan-06 23:59:59

Inexact Match on: Debtor No: 1

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

1 TRANSFORMATIVE CEOS 8 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23013127300

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-31

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

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

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

Current

**Block****Status**

2 TRANSFORMATIVE CEOS 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 #: Z17600327

**Business Debtor Search For:**  
TRANSFORMATIVE CEOS 9 MS LTD.

**Search ID #:** Z17600327      **Date of Search:** 2024-Jul-16      **Time of Search:** 17:10:56

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Registration Number: 23020312767	Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Feb-03	Registration Status: Current
	Expiry Date: 2029-Feb-03 23:59:59

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Inexact Match on:	Debtor	No: 4
Inexact Match on:	Debtor	No: 5
Inexact Match on:	Debtor	No: 6

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**Debtor(s)**

<b><u>Block</u></b>	<b><u>Status</u></b>
1      GK CAPITAL INC. 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
2      GK CAPITAL INC 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
3      GK CAPITAL 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
4      TRANSFORMED COFFEE CO. 4110 68TH STREET STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>	<b><u>Status</u></b>
5      TRANSFORMED COFFEE CO 4110 68TH STREET STETTTLER, AB T0C 2L1	Current

Search ID #: Z17600327

**Block**

6 TRANSFORMED COFFEE  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

**Block**

7 VAN VLACK, GARY, MICHAEL  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

8 VAN VLACK, GARY, M  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

9 VANVLACK, GARY, MICHAEL  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

10 VAN VLACK, GARY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1983-Jan-26

**Block**

11 VAN VLACK, KEELY, RAE  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1988-Apr-22

**Block**

12 VAN VLACK, KEELY, R  
4110 68TH STREET  
STETTLER, AB T0C 2L1

**Status**

Current

Birth Date:  
1988-Apr-22

Search ID #: Z17600327

**Block****Status**

Current

13 VAN VLACK, KEELY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Block****Status**

Current

14 VANVLACK, KEELY, RAE  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Block****Status**

Current

15 VANVLACK, KEELY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Block****Status**

Current

16 ENNIS, KEELY  
4110 68TH STREET  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

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

Current

1 INDCOM LEASING INC.  
5061 URE STREET  
OLDCASTLE, ON N0R 1L0  
Email: absecparties@avssystems.ca

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

Current

1 FERLA BIKE/CART WITH FREEZER, ECOFLOW DELTA POWER STATION, NUOVA SIMONELLI ESPRESSO MACHINE AND MYTHOS PRO GRINDER TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND IN CONNECTION WITH THEREFOR SAID EQUIPMENT.

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23020625454  
Registration Date: 2023-Feb-06

Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2028-Feb-06 23:59:59

Inexact Match on: Debtor No: 3

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	GK CAPITAL INC. 4110 68 ST STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
2	GK CAPITAL 4110 68 ST STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
3	TRANSFORMED COFFEE CO. 4110 68 ST STETTTLER, AB T0C 2L1	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
4	VANVLACK, KEELY 6101 SPRUCE DR STETTTLER, AB T0C 2L1	Current
	Birth Date: 1988-Apr-22	
<b><u>Block</u></b>		<b><u>Status</u></b>
5	ENNIS, KEELY 6101 SPRUCE DR STETTTLER, AB T0C 2L1	Current
	Birth Date: 1988-Apr-22	

Search ID #: Z17600327

**Block**

6 VAN VLACK, KEELY  
6101 SPRUCE DR  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

7 VAN VLACK, KEELY, RAE  
4110 68 ST  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

8 VAN VLACK, KEELY, RAE  
6101 SPRUCE DR  
STETTLER, AB T0C 2L1

Birth Date:  
1988-Apr-22

**Status**

Current

**Block**

9 VAN VLACK, GARY, MICHAEL  
4110 68 ST  
STETTLER, AB T0C 2L1

Birth Date:  
1983-Jan-26

**Status**

Current

**Block**

10 VAN VLACK, GARY  
4110 68 ST  
STETTLER, AB T0C 2L1

Birth Date:  
1983-Jan-26

**Status**

Current

**Block**

11 VANVLACK, GARY  
PO BOX 371  
WASKATENAU, AB T0A 3P0

Birth Date:  
1983-Jan-26

**Status**

Current

**Block**

12 VAN VLACK, GARY, MICHAEL  
PO BOX 371  
WASKATENAU, AB T0A 3P0

**Status**

Current

Search ID #: Z17600327

 Birth Date:  
1983-Jan-26
**Block****Status**

Current

 13 VAN VLACK, GARY  
PO BOX 371  
WASKATENAU, AB T0A 3P0

 Birth Date:  
1983-Jan-26
**Secured Party / Parties****Block****Status**

Current

 1 VAULT CREDIT CORPORATION  
41 SCARSDALE ROAD, SUITE 5  
TORONTO, ON M3B 2R2  
Email: absecparties@avssystems.ca
**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	2SFAL1262P1083761	2023	SOUTHLAND ROYAL LT	TR - Trailer	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE 2023 SOUTHLAND ROYAL LT-5FT. BY 12FT. SINGLE AXLE CARGO SOUTHLAND TRAILER CORP, ' FLAT TOP CARGO TRAILER - FLAT NOSE, BARN DOOR. VIN#: 2SFAL1262P1083761, ONE NUOVA SIMONELLI APPIA LIFE 1-GR VOL ESP.MACHINE (BLK) W/EASYCREAM S/N: 685242, ONE NUOVA SIMONELLI MYTHOS CLIMA-PRO (3 OR 5-BUTTON) LOW-RPMW/TITANIUM BURRS (BLK) S/N: NS0012224573104 DESCRIBED IN AGREEMENT NUMBER (288993) TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current



Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23020814816

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Feb-08

Registration Status: Current

Expiry Date: 2025-Feb-08 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2001-10619

Judgment Date is 2021-Jan-19

This Writ was issued on 2021-Feb-02

Type of Judgment is Other

Original Judgment Amount: \$7,045.35

Costs Are: \$0.00

Post Judgment Interest: \$55.52

Current Amount Owing: \$7,100.87

Inexact Match on: Debtor No: 1

**Amendments to Registration**

23020814886

Amendment

2023-Feb-08

**Solicitor / Agent**

KUEFLER STEVENSON BENNETT LLP  
240, 611 - 10TH AVENUE S.W.  
CALGARY, AB T2R 0B2

Phone #: 403 237 0123

Fax #: 403 237 0128

Reference #: 170944.000

Email: QKUEFLER@KSBLAWYERS.COM

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

1 TRANSFORMATION PAINTING & CABINETRY FINISHING LTD.  
71 HERITAGE COVE  
DEWINTON, AB T1S 4J1

Current

Search ID #: Z17600327

**Creditor(s)****Block****Status**

Current

1 KUEFLER STEVENSON BENNETT LLP  
240, 611 - 10TH AVENUE SW  
CALGARY, AB T2R 0B2  
Email: QKUEFLER@KSBLAWYERS.COM

**Particulars****Block****Additional Information****Status**

1 This registration is a re-registration of registration 21020525361 pursuant to section 35(4) of the Civil Enforcement Act. Current

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23020828162

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Feb-08

Registration Status: Current

Expiry Date: 2029-Feb-08 23:59:59

Inexact Match on: Debtor No: 2

**Debtor(s)**

<b><u>Block</u></b>	<b><u>Status</u></b>
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1	GK CAPITAL INC. 4110 68TH STREET STETTTLER, AB T0C2L1
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Current

**Block**

2	TRANSFORMED COFFEE CO. 4110 68TH STREET STETTTLER, AB T0C2L1
---	--

**Status**  
Current

**Block**

3	VAN VLACK, GARY, MICHAEL 4110 68TH STREET STETTTLER, AB T0C2L1
---	--

**Status**  
Current

Birth Date:  
1983-Jan-26

**Block**

4	VAN VLACK, KEELY, RAE 4110 68TH STREET STETTTLER, AB T0C2L1
---	---

**Status**  
Current

Birth Date:  
1988-Apr-22

**Secured Party / Parties**

<b><u>Block</u></b>	<b><u>Status</u></b>
---------------------	----------------------

1	ESSEX CAPITAL LEASING CORP. 3280 DEVON DRIVE WINDSOR, ON N8X4L4
---	---

Current

Search ID #: Z17600327

Email: joanne@essexcapital.ca

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	QTY OF 1 FERLA GRANDE CART BASE PACKAGE WITH FREEZER, SINK, WATER, TABLE, STORAGE SPACE, LIGHTING AND CASH DRAWERS INCLUDING ALL ACCESSORIES, ATTACHMENTS AND SUBSTITUTIONS	Current

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23032823160

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-28

Registration Status: Current

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

Inexact Match on: Debtor No: 1  
Inexact Match on: Debtor No: 2

**Debtor(s)**

<u>Block</u>		<u>Status</u>
1	TRANSFORMATIVE CEOS 4 MB. LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current
2	TRANSFORMATIVE CEOS 4 MB. LTD. 763 HAWKSIDE MEWS NW CALGARY, AB T3G 3S2	Current

**Secured Party / Parties**

<u>Block</u>		<u>Status</u>
1	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC H2Y 1L6 Email: luigi.porco@bmo.com	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23042610198

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Apr-26

Registration Status: Current

Expiry Date: 2028-Apr-26 23:59:59

Inexact Match on: Debtor No: 2

Inexact Match on: Debtor No: 4

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

Current

1 9739190 CANADA INC.  
2-188 WILKINSON ROAD  
BRAMPTON, ON L6T 4W9

**Block****Status**

Current

2 TRANSFORMER LOGISTICS  
2-188 WILKINSON ROAD  
BRAMPTON, ON L6T 4W9

**Block****Status**

Current

3 9739190 CANADA INC.  
120 LAKELAND DR  
BEAUMONT, AB T4X 0B4

**Block****Status**

Current

4 TRANSFORMER LOGISTICS  
120 LAKELAND DR  
BEAUMONT, AB T4X 0B4

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

Current

1 ACCORD SMALL BUSINESS FINANCE CORP.  
300 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Email: csbf.funding@accordfinancial.com

Search ID #: Z17600327

**Block****Status**

2      ACCORD FINANCIAL CANADA CORP.  
 300 - 889 HARBOURSIDE DRIVE  
 NORTH VANCOUVER, BC V7P 3S1  
 Email: csbf.funding@accordfinancial.com

Current

**Block****Status**

3      ACCORD SMALL BUSINESS LEASING CORP.  
 300 - 889 HARBOURSIDE DRIVE  
 NORTH VANCOUVER, BC V7P 3S1  
 Email: csbf.funding@accordfinancial.com

Current

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

1      ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.

Current

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23060625945

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jun-06

Registration Status: Current

Expiry Date: 2028-Jun-06 23:59:59

Exact Match on: Debtor No: 1

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

1 TRANSFORMATIVE CEOS 9 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current



Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23072415053

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

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

Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2
Inexact Match on:	Debtor	No: 3

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

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

Current

**Block****Status**

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

Current

**Block****Status**

3 TRANSFORMATIVE CEOS 2 MB. LTD.  
183 STRADBROOK AVENUE  
WINNIPEG, MB R3L 0J4

Current

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

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

Current

Search ID #: Z17600327

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
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

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23072415206

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

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

Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2
Inexact Match on:	Debtor	No: 3

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

Current

1 TRANSFORMATIVE CEOS 3 MB. LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

**Block****Status**

Current

2 TRANSFORMATIVE CEOS 3 MB. LTD.  
66N 1485 PORTAGE AVENUE  
WINNIPEG, MB R3G 0W4

**Block****Status**

Current

3 TRANSFORMATIVE CEOS 3 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 #: Z17600327

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
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

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23072415305

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-24

Registration Status: Current

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

Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2
Inexact Match on:	Debtor	No: 3

**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.  
66N 1485 PORTAGE AVENUE  
WINNIPEG, MB R3G 0W4

Current

**Block****Status**

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

Current

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

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

Current

Search ID #: Z17600327

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
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

Search ID #: Z17600327

**Business Debtor Search For:**

TRANSFORMATIVE CEOS 9 MS LTD.

Search ID #: Z17600327

Date of Search: 2024-Jul-16

Time of Search: 17:10:56

Registration Number: 23101613141

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Oct-16

Registration Status: Current

Expiry Date: 2029-Oct-16 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

**Amendments to Registration**

23101706605

Amendment

2023-Oct-17

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

Current

1 TRANSFORMED RENOVATION & PAINT LTD.  
5147 154 AVE NW  
EDMONTON, AB T5Y0L5

**Block****Status**

Current by  
23101706605

2 TRANSFORMED RENOVATION & PAINTING LTD.  
5147 154 AVE NW  
EDMONTON, AB T5Y0L5

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

Current

1 FORD CREDIT CANADA COMPANY  
BOX 1800 RPO LAKESHORE WEST  
OAKVILLE, ON L6K 0J8  
Email: albertaprod@teranet.ca

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTFW1E50PFC48419	2023	FORD F150	MV - Motor Vehicle	Current


Result Complete

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Discharge Statement

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Individual Debtor

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Land Titles Online

Plan Deposit Submission

Title Check

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Business Debtor

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Search by Business Debtor

Date: 2024-07-16  
Time: 6:21:25 PM  
Transaction Number: 10274424385

Business Name: TRANSFORMATIVE CEOS 9 MS LTD.

1 exact match was found.

9 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Transformative CEOs 9 MS Ltd.</a>	2

1. Transformative CEOs 9 MS Ltd.

1.1 Transformative CEOs 9 MS Ltd.: Registration 202309193603 (2023-06-06 12:53:07 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-06
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Transformative CEOs 9 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 Transformative CEOs 9 MS Ltd.: Registration 202309193603 (2023-06-06 12:53:07 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-06
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Transformative CEOs 9 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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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.

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Global Change

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Business Debtor

Registration Number

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Help

Search by Business Debtor: 9 similar matches were found.

Business Debtor Name	No. of Registrations
1. <a href="#">TRANSFORMATIVE CEOS 2 MB. LTD.</a>	3
2. <a href="#">TRANSFORMATIVE CEOS 3 MB. LTD.</a>	3
3. <a href="#">TRANSFORMATIVE CEOS 4 MB. LTD.</a>	3
4. <a href="#">TRANSFORMATIVE CEOS 5 MB. LTD.</a>	2
5. <a href="#">Transformative CEOS 6 MS Ltd.</a>	2
6. <a href="#">Transformative CEOs 4 MB. Ltd.</a>	2
7. <a href="#">Transformative CEOs 7 MS Ltd.</a>	2
8. <a href="#">Transformative CEOs 8 MS Ltd.</a>	2
9. <a href="#">Transformative Ceos Ltd.</a>	2

1. TRANSFORMATIVE CEOS 2 MB. LTD. ☐ Include in Printed Search Results

1.1 TRANSFORMATIVE CEOS 2 MB. LTD.: Registration 202312117403 (2023-07-24 3:33:08 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 2 MB. LTD. TRANSFORMATIVE CEOS 2 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 2 MB. LTD.: Registration 202312117403 (2023-07-24 3:33:08 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 2 MB. LTD. TRANSFORMATIVE CEOS 2 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 2 MB. LTD.: Registration 202312117403 (2023-07-24 3:33:08 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 2 MB. LTD. TRANSFORMATIVE CEOS 2 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

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**2. TRANSFORMATIVE CEOS 3 MB. LTD.**☐ Include in Printed Search Results

<b>2.1 TRANSFORMATIVE CEOS 3 MB. LTD.: Registration 202312117608 (2023-07-24 3:34:35 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB Canada T4C2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 3 MB. LTD.
	TRANSFORMATIVE CEOS 3 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

<b>2.2 TRANSFORMATIVE CEOS 3 MB. LTD.: Registration 202312117608 (2023-07-24 3:34:35 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	66N 1485 PORTAGE AVENUE WINNIPEG, MB Canada R3G0W4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 3 MB. LTD.
	TRANSFORMATIVE CEOS 3 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

<b>2.3 TRANSFORMATIVE CEOS 3 MB. LTD.: Registration 202312117608 (2023-07-24 3:34:35 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 3 MB. LTD.
	TRANSFORMATIVE CEOS 3 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9

[Back to Top](#)**3. TRANSFORMATIVE CEOS 4 MB. LTD.**☐ Include in Printed Search Results

<b>3.1 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB Canada T4C2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 4 MB. LTD.
	TRANSFORMATIVE CEOS 4 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT:

<b>Additional Information</b>	TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9
<b>3.2 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	66N 1485 PORTAGE AVENUE WINNIPEG, MB Canada R3G0W4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 4 MB. LTD. TRANSFORMATIVE CEOS 4 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9
<b>3.3 TRANSFORMATIVE CEOS 4 MB. LTD.: Registration 202312117802 (2023-07-24 3:36:08 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-07-24
<b>Debtor Address</b>	183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 4 MB. LTD. TRANSFORMATIVE CEOS 4 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	WORKERBEE.TV, INC. 183 STRADBROOK AVENUE WINNIPEG, MB Canada R3L0J4
<b>General Collateral Description</b>	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).
<b>Additional Information</b>	REGISTERING AGENT: TINGLEMERRETT LLP #1250, 639 - 5TH STREET SW CALGARY, AB T2P 0M9
<a href="#">Back to Top</a>	
<b>4. TRANSFORMATIVE CEOS 5 MB. LTD.</b> <input type="checkbox"/> Include in Printed Search Results	
<b>4.1 TRANSFORMATIVE CEOS 5 MB. LTD.: Registration 202321084402 (2023-12-21 2:37:56 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2033-12-21
<b>Debtor Address</b>	763 HAWKSID MEWS NW CALGARY, AB CA T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 5 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6
<b>General Collateral Description</b>	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.
<b>4.2 TRANSFORMATIVE CEOS 5 MB. LTD.: Registration 202321084402 (2023-12-21 2:37:56 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2033-12-21
<b>Debtor Address</b>	260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	TRANSFORMATIVE CEOS 5 MB. LTD.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC CA H2Y 1L6

<b>General Collateral Description</b>	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.
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**5. Transformative CEOS 6 MS Ltd.**
☐ Include in Printed Search Results

<b>5.1 Transformative CEOS 6 MS Ltd.: Registration 202217198005 (2022-10-12 3:51:46 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-10-12
<b>Debtor Address</b>	763 Hawkside Mews NW Calgary, AB CA T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOS 6 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6
<b>General Collateral Description</b>	The security interest is taken in all of the debtor's present and after-acquired personal property.

<b>5.2 Transformative CEOS 6 MS Ltd.: Registration 202217198005 (2022-10-12 3:51:46 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-10-12
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOS 6 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6
<b>General Collateral Description</b>	The security interest is taken in all of the debtor's present and after-acquired personal property.

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**6. Transformative CEOs 4 MB. Ltd.**
☐ Include in Printed Search Results

<b>6.1 Transformative CEOs 4 MB. Ltd.: Registration 202304823609 (2023-03-29 1:58:31 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-03-29
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, Alberta Canada T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOs 4 MB. Ltd.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

<b>6.2 Transformative CEOs 4 MB. Ltd.: Registration 202304823609 (2023-03-29 1:58:31 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-03-29
<b>Debtor Address</b>	763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	Transformative CEOs 4 MB. Ltd.
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 105, rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

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## 7. Transformative CEOs 7 MS Ltd.

☐ Include in Printed Search Results**7.1 Transformative CEOs 7 MS Ltd.: Registration 202220539000 (2022-12-09 11:21:25 AM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-09
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Transformative CEOs 7 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

**7.2 Transformative CEOs 7 MS Ltd.: Registration 202220539000 (2022-12-09 11:21:25 AM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-09
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Transformative CEOs 7 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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## 8. Transformative CEOs 8 MS Ltd.

☐ Include in Printed Search Results**8.1 Transformative CEOs 8 MS Ltd.: Registration 202300328409 (2023-01-06 6:14:11 PM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-06
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Transformative CEOs 8 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

**8.2 Transformative CEOs 8 MS Ltd.: Registration 202300328409 (2023-01-06 6:14:11 PM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-06
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Transformative CEOs 8 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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## 9. Transformative Ceos Ltd.

☐ Include in Printed Search Results**9.1 Transformative Ceos Ltd.: Registration 202301727005 (2023-02-02 12:24:39 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	Transformative Ceos 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.

<b>9.2 Transformative Ceos Ltd.: Registration 202301727005 (2023-02-02 12:24:39 PM)</b>				
<b>Registered under</b>		The Personal Property Security Act		
<b>Expiry Date (YYYY-MM-DD)</b>		2033-02-02		
<b>Debtor Address</b>		763 Hawkside Mews NW Calgary, Alberta Canada T3G 3S2		
<b>This registration is jointly registered with these business debtors</b>		Transformative Ceos Ltd.		
<b>Secured Parties (party code, name, address)</b>		Bank of Montreal 105,rue Saint-Jacques, 3rd Floor Montreal, Quebec Canada H2Y 1L6		
<b>General Collateral Description</b>		*The security interest is taken in all of the debtor's present and after-acquired personal property.		
<a href="#">Back to Top</a>				
<b>Search Results</b>	<b>Similar Matches</b>	<b>Print Requests</b>	<b>Mailing Information</b>	<b>Payment</b>

[Printer Friendly Version](#)

Search ID #: Z17600328

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589192-EDD3 5  
4483

Search ID #: Z17600328

Date of Search: 2024-Jul-16

Time of Search: 17:10:58

**Business Debtor Search For:**

UNCOMMON BEAUTY 2 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 #: Z17600328

**Business Debtor Search For:**

UNCOMMON BEAUTY 2 MS LTD.

Search ID #: Z17600328

Date of Search: 2024-Jul-16

Time of Search: 17:10:58

Registration Number: 22121524782

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Dec-15

Registration Status: Current

Expiry Date: 2027-Dec-15 23:59:59

Exact Match on: Debtor No: 1

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

1 UNCOMMON BEAUTY 2 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Result Complete



Sue Shaunessy



Logoff

## Services

## Account Services

Account  
StatementsRegistration  
ServicesFinancing  
Statement

Change Statement

Discharge  
Statement

Global Change

## Search Services

Individual Debtor

Business Debtor

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Number

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Submission

Title Check

Account  
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## Business Debtor

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## Search by Business Debtor

Date: 2024-07-16

Time: 6:23:22 PM

Transaction Number: 10274424493

Business Name: UNCOMMON BEAUTY 2 MS LTD.

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

## EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Uncommon Beauty 2 MS Ltd.</a>	2

## 1. Uncommon Beauty 2 MS Ltd.

1.1 Uncommon Beauty 2 MS Ltd.: Registration 202220889205 (2022-12-15 4:02:18 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-15
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Uncommon Beauty 2 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 Uncommon Beauty 2 MS Ltd.: Registration 202220889205 (2022-12-15 4:02:18 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-12-15
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Uncommon Beauty 2 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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## END OF EXACT MATCHES

## 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  
ResultsPrint  
RequestsMailing  
Information

Payment

[Printer Friendly Version](#)

Privacy

Search ID #: Z17600318

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589173-EDD3 5  
4483

Search ID #: Z17600318

Date of Search: 2024-Jul-16

Time of Search: 17:10:18

**Business Debtor Search For:**

SECRETS OF SEAFOOD 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 #: Z17600318

**Business Debtor Search For:**

SECRETS OF SEAFOOD 2 MS LTD.

Search ID #: Z17600318

Date of Search: 2024-Jul-16

Time of Search: 17:10:18

Registration Number: 21102725859

Registration Date: 2021-Oct-27

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

- |                   |        |       |
|-------------------|--------|-------|
| Inexact Match on: | Debtor | No: 1 |
| Inexact Match on: | Debtor | No: 2 |
| Inexact Match on: | Debtor | No: 3 |

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	SECRETS OF SEAFOOD 1 MB. LTD. 763 HAWKSIDE MEWS NW CALGARY, AB T3G 3S2	Current

<b><u>Block</u></b>		<b><u>Status</u></b>
2	SECRETS OF SEAFOOD 1 MB. LTD. 183 STRADBROOK AVENUE WINNIPEG, MB R3L 0J4	Current

<b><u>Block</u></b>		<b><u>Status</u></b>
3	SECRETS OF SEAFOOD 1 MB. LTD. 66N-1485 PORTAGE AVENUE WINNIPEG, MB R3G 0W4	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	7032749 CANADA INC., AS ADMINISTRATIVE AGENT 23 BOBWHITE CRESCENT TORONTO, ON M2L 2E2 Email: nlight@epcapital.ca	Current

Search ID #: Z17600318

**Collateral: General**

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

Search ID #: Z17600318

**Business Debtor Search For:**

SECRETS OF SEAFOOD 2 MS LTD.

Search ID #: Z17600318

Date of Search: 2024-Jul-16

Time of Search: 17:10:18

Registration Number: 23010630382

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-06

Registration Status: Current

Expiry Date: 2028-Jan-06 23:59:59

Inexact Match on: Debtor No: 1

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

1 SECRETS OF SEAFOOD 4 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Search ID #: Z17600318

**Business Debtor Search For:**

SECRETS OF SEAFOOD 2 MS LTD.

Search ID #: Z17600318

Date of Search: 2024-Jul-16

Time of Search: 17:10:18

Registration Number: 23011133983

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-11

Registration Status: Current

Expiry Date: 2028-Jan-11 23:59:59

Exact Match on:

Debtor

No: 1

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

1 SECRETS OF SEAFOOD 2 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Search ID #: Z17600318

**Business Debtor Search For:**

SECRETS OF SEAFOOD 2 MS LTD.

Search ID #: Z17600318

Date of Search: 2024-Jul-16

Time of Search: 17:10:18

Registration Number: 23050533865

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-May-05

Registration Status: Current

Expiry Date: 2028-May-05 23:59:59

Inexact Match on: Debtor No: 1

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

1 SECRETS OF SEAFOOD 3 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current


Result Complete

ENGLISH  
FRANÇAIS

The Property Registry

A Service Provider  
for the Province of Manitoba

Sue Shaunessy

 Logoff

Services

Account Services

Registration Services

Search Services

Other Services

eRegistration

Account Statements

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Change Statement

Discharge Statement

Global Change

Individual Debtor

Business Debtor

Registration Number

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Plan Deposit Submission

Title Check

Account Information

Business Debtor

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Search by Business Debtor

Date: 2024-07-16  
Time: 6:18:59 PM  
Transaction Number: 10274424349

Business Name: SECRETS OF SEAFOOD 2 MS LTD.

1 exact match was found.

3 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Secrets of Seafood 2 MS Ltd.</a>	2

1. Secrets of Seafood 2 MS Ltd.

1.1 Secrets of Seafood 2 MS Ltd.: Registration 202300554409 (2023-01-11 6:28:46 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-11
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Secrets of Seafood 2 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 Secrets of Seafood 2 MS Ltd.: Registration 202300554409 (2023-01-11 6:28:46 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-11
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Secrets of Seafood 2 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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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:

New Search

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Printer Friendly Version

ENGLISH  
FRANÇAIS

The Property Registry

A Service Provider  
for the Province of Manitoba

Sue Shaunessy

Business Debtor





Search Results	Similar Matches	Print Requests	Mailing Information	Payment
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[Help](#)

**Search by Business Debtor: 3 similar matches were found.**

Business Debtor Name	No. of Registrations
1. <a href="#">SECRETS OF SEAFOOD 1 MB. LTD.</a>	3
2. <a href="#">Secrets of Seafood 3 MS Ltd.</a>	2
3. <a href="#">Secrets of Seafood 4 MS Ltd.</a>	2

**1. SECRETS OF SEAFOOD 1 MB. LTD.**

☐ Include in Printed Search Results

1.1 SECRETS OF SEAFOOD 1 MB. LTD.: Registration 202119279404 (2021-10-27 3:24:02 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-26
Debtor Address	763 HAWKSIDE MEWS NW CALGARY, AB CA T3G 3S2
This registration is jointly registered with these business debtors	SECRETS OF SEAFOOD 1 MB. LTD. SECRETS OF SEAFOOD 1 MB. LTD.
Secured Parties (party code, name, address)	7032749 CANADA INC., as Administrative Agent 23 BOBWHITE CRESCENT TORONTO, ON CA M2L 2E2
General Collateral Description	All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in season one of the documentary series currently entitled "Secrets of Seafood"

1.2 SECRETS OF SEAFOOD 1 MB. LTD.: Registration 202119279404 (2021-10-27 3:24:02 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-26
Debtor Address	183 STRADBROOK AVENUE WINNIPEG, MB CA R3L 0J4
This registration is jointly registered with these business debtors	SECRETS OF SEAFOOD 1 MB. LTD. SECRETS OF SEAFOOD 1 MB. LTD.
Secured Parties (party code, name, address)	7032749 CANADA INC., as Administrative Agent 23 BOBWHITE CRESCENT TORONTO, ON CA M2L 2E2
General Collateral Description	All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in season one of the documentary series currently entitled "Secrets of Seafood"

1.3 SECRETS OF SEAFOOD 1 MB. LTD.: Registration 202119279404 (2021-10-27 3:24:02 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-26
Debtor Address	66N-1485 PORTAGE AVENUE WINNIPEG, MB CA R3G 0W4
This registration is jointly registered with these business debtors	SECRETS OF SEAFOOD 1 MB. LTD. SECRETS OF SEAFOOD 1 MB. LTD.
Secured Parties (party code, name, address)	7032749 CANADA INC., as Administrative Agent 23 BOBWHITE CRESCENT TORONTO, ON CA M2L 2E2
General Collateral Description	All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in season one of the documentary series currently entitled "Secrets of Seafood"

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**2. Secrets of Seafood 3 MS Ltd.**

☐ Include in Printed Search Results

2.1 Secrets of Seafood 3 MS Ltd.: Registration 202307210500 (2023-05-05 5:01:29 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-05-05
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Secrets of Seafood 3 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010

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- Account Statements
- Registration Services
- Financing 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

<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.
<b>2.2 Secrets of Seafood 3 MS Ltd.: Registration 202307210500 (2023-05-05 5:01:29 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-05-05
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Secrets of Seafood 3 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.
<a href="#">Back to Top</a>	
<b>3. Secrets of Seafood 4 MS Ltd.</b> <input type="checkbox"/> Include in Printed Search Results	
<b>3.1 Secrets of Seafood 4 MS Ltd.: Registration 202300328301 (2023-01-06 6:14:09 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-01-06
<b>Debtor Address</b>	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
<b>This registration is jointly registered with these business debtors</b>	Secrets of Seafood 4 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.
<b>3.2 Secrets of Seafood 4 MS Ltd.: Registration 202300328301 (2023-01-06 6:14:09 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-01-06
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Secrets of Seafood 4 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.
<a href="#">Back to Top</a>	
<b>Search Results</b>	<b>Similar Matches</b>
<b>Print Requests</b>	<b>Mailing Information</b>
<b>Payment</b>	

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Search ID #: Z17600322

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589175-EDD3 5  
4483

Search ID #: Z17600322

Date of Search: 2024-Jul-16

Time of Search: 17:10:30

**Business Debtor Search For:**

SECRETS OF SEAFOOD 3 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 #: Z17600322

**Business Debtor Search For:**

SECRETS OF SEAFOOD 3 MS LTD.

Search ID #: Z17600322

Date of Search: 2024-Jul-16

Time of Search: 17:10:30

Registration Number: 21102725859

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Oct-27

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Inexact Match on: Debtor No: 3

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

1 SECRETS OF SEAFOOD 1 MB. LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Block****Status**

2 SECRETS OF SEAFOOD 1 MB. LTD.  
183 STRADBROOK AVENUE  
WINNIPEG, MB R3L 0J4

Current

**Block****Status**

3 SECRETS OF SEAFOOD 1 MB. LTD.  
66N-1485 PORTAGE AVENUE  
WINNIPEG, MB R3G 0W4

Current

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

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

Current

Search ID #: Z17600322

**Collateral: General**

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

Search ID #: Z17600322

**Business Debtor Search For:**  
SECRETS OF SEAFOOD 3 MS LTD.

Search ID #: Z17600322      Date of Search: 2024-Jul-16      Time of Search: 17:10:30

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Registration Number: 23010630382	Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Jan-06	Registration Status: Current
	Expiry Date: 2028-Jan-06 23:59:59

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Inexact Match on:      Debtor      No: 1

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**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	SECRETS OF SEAFOOD 4 MS LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	BANK OF HOPE 3200 WILSHIRE BOULEVARD, 10TH FLOOR LOS ANGELES, CA 90010 Email: david.henry@bankofhope.com	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z17600322

**Business Debtor Search For:**  
SECRETS OF SEAFOOD 3 MS LTD.

**Search ID #:** Z17600322      **Date of Search:** 2024-Jul-16      **Time of Search:** 17:10:30

Registration Number: 23011133983	Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Jan-11	Registration Status: Current
	Expiry Date: 2028-Jan-11 23:59:59

Inexact Match on: Debtor      No: 1

**Debtor(s)**

<u>Block</u>		<u>Status</u>
1	SECRETS OF SEAFOOD 2 MS LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<u>Block</u>		<u>Status</u>
1	BANK OF HOPE 3200 WILSHIRE BOULEVARD, 10TH FLOOR LOS ANGELES, CA 90010 Email: david.henry@bankofhope.com	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z17600322

**Business Debtor Search For:**

SECRETS OF SEAFOOD 3 MS LTD.

Search ID #: Z17600322

Date of Search: 2024-Jul-16

Time of Search: 17:10:30

Registration Number: 23050533865

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-May-05

Registration Status: Current

Expiry Date: 2028-May-05 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

<u>Block</u>		<u>Status</u>
1	SECRETS OF SEAFOOD 3 MS LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<u>Block</u>		<u>Status</u>
1	BANK OF HOPE 3200 WILSHIRE BOULEVARD, 10TH FLOOR LOS ANGELES, CA 90010 Email: david.henry@bankofhope.com	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Result Complete




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Search by Business Debtor

Date: 2024-07-16  
Time: 6:19:41 PM  
Transaction Number: 10274424358

Business Name: SECRETS OF SEAFOOD 3 MS LTD.

1 exact match was found.

3 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Secrets of Seafood 3 MS Ltd.</a>	2

1. Secrets of Seafood 3 MS Ltd.

1.1 Secrets of Seafood 3 MS Ltd.: Registration 202307210500 (2023-05-05 5:01:29 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-05-05
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Secrets of Seafood 3 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 Secrets of Seafood 3 MS Ltd.: Registration 202307210500 (2023-05-05 5:01:29 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-05-05
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Secrets of Seafood 3 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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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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Business Debtor

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Title Check

Account Information

Search by Business Debtor: 3 similar matches were found.	
Business Debtor Name	No. of Registrations
1. <a href="#">SECRETS OF SEAFOOD 1 MB. LTD.</a>	3
2. <a href="#">Secrets of Seafood 2 MS Ltd.</a>	2
3. <a href="#">Secrets of Seafood 4 MS Ltd.</a>	2
<div>1. SECRETS OF SEAFOOD 1 MB. LTD. <input type="checkbox"/> Include in Printed Search Results</div>	
<b>1.1 SECRETS OF SEAFOOD 1 MB. LTD.: Registration 202119279404 (2021-10-27 3:24:02 PM)</b>	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-26
Debtor Address	763 HAWKSIDE MEWS NW CALGARY, AB CA T3G 3S2
This registration is jointly registered with these business debtors	SECRETS OF SEAFOOD 1 MB. LTD. SECRETS OF SEAFOOD 1 MB. LTD.
Secured Parties (party code, name, address)	7032749 CANADA INC., as Administrative Agent 23 BOBWHITE CRESCENT TORONTO, ON CA M2L 2E2
General Collateral Description	All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in season one of the documentary series currently entitled "Secrets of Seafood"
<b>1.2 SECRETS OF SEAFOOD 1 MB. LTD.: Registration 202119279404 (2021-10-27 3:24:02 PM)</b>	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-26
Debtor Address	183 STRADBROOK AVENUE WINNIPEG, MB CA R3L 0J4
This registration is jointly registered with these business debtors	SECRETS OF SEAFOOD 1 MB. LTD. SECRETS OF SEAFOOD 1 MB. LTD.
Secured Parties (party code, name, address)	7032749 CANADA INC., as Administrative Agent 23 BOBWHITE CRESCENT TORONTO, ON CA M2L 2E2
General Collateral Description	All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in season one of the documentary series currently entitled "Secrets of Seafood"
<b>1.3 SECRETS OF SEAFOOD 1 MB. LTD.: Registration 202119279404 (2021-10-27 3:24:02 PM)</b>	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-26
Debtor Address	66N-1485 PORTAGE AVENUE WINNIPEG, MB CA R3G 0W4
This registration is jointly registered with these business debtors	SECRETS OF SEAFOOD 1 MB. LTD. SECRETS OF SEAFOOD 1 MB. LTD.
Secured Parties (party code, name, address)	7032749 CANADA INC., as Administrative Agent 23 BOBWHITE CRESCENT TORONTO, ON CA M2L 2E2
General Collateral Description	All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in season one of the documentary series currently entitled "Secrets of Seafood"
<a href="#">Back to Top</a>	
<div>2. Secrets of Seafood 2 MS Ltd. <input type="checkbox"/> Include in Printed Search Results</div>	
<b>2.1 Secrets of Seafood 2 MS Ltd.: Registration 202300554409 (2023-01-11 6:28:46 PM)</b>	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-11
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Secrets of Seafood 2 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010

<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.
<b>2.2 Secrets of Seafood 2 MS Ltd.: Registration 202300554409 (2023-01-11 6:28:46 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-01-11
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Secrets of Seafood 2 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.
<a href="#">Back to Top</a>	
<b>3. Secrets of Seafood 4 MS Ltd.</b> <input type="checkbox"/> Include in Printed Search Results	
<b>3.1 Secrets of Seafood 4 MS Ltd.: Registration 202300328301 (2023-01-06 6:14:09 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-01-06
<b>Debtor Address</b>	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
<b>This registration is jointly registered with these business debtors</b>	Secrets of Seafood 4 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.
<b>3.2 Secrets of Seafood 4 MS Ltd.: Registration 202300328301 (2023-01-06 6:14:09 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-01-06
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Secrets of Seafood 4 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.
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<b>Payment</b>	

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Search ID #: Z17600321

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589178-EDD3 5  
4483

Search ID #: Z17600321

Date of Search: 2024-Jul-16

Time of Search: 17:10:27

**Business Debtor Search For:**

SECRETS OF SEAFOOD 4 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 #: Z17600321

**Business Debtor Search For:**

SECRETS OF SEAFOOD 4 MS LTD.

Search ID #: Z17600321

Date of Search: 2024-Jul-16

Time of Search: 17:10:27

Registration Number: 21102725859

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Oct-27

Registration Status: Current

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

Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2
Inexact Match on:	Debtor	No: 3

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

1 SECRETS OF SEAFOOD 1 MB. LTD.  
763 HAWKSIDE MEWS NW  
CALGARY, AB T3G 3S2

Current

**Block****Status**

2 SECRETS OF SEAFOOD 1 MB. LTD.  
183 STRADBROOK AVENUE  
WINNIPEG, MB R3L 0J4

Current

**Block****Status**

3 SECRETS OF SEAFOOD 1 MB. LTD.  
66N-1485 PORTAGE AVENUE  
WINNIPEG, MB R3G 0W4

Current

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

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

Current

Search ID #: Z17600321

**Collateral: General**

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

Search ID #: Z17600321

**Business Debtor Search For:**  
SECRETS OF SEAFOOD 4 MS LTD.

**Search ID #:** Z17600321      **Date of Search:** 2024-Jul-16      **Time of Search:** 17:10:27

---

Registration Number: 23010630382	Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Jan-06	Registration Status: Current
	Expiry Date: 2028-Jan-06 23:59:59

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Exact Match on:      Debtor      No: 1

---

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	SECRETS OF SEAFOOD 4 MS LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	BANK OF HOPE 3200 WILSHIRE BOULEVARD, 10TH FLOOR LOS ANGELES, CA 90010 Email: david.henry@bankofhope.com	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z17600321

**Business Debtor Search For:**

SECRETS OF SEAFOOD 4 MS LTD.

Search ID #: Z17600321

Date of Search: 2024-Jul-16

Time of Search: 17:10:27

Registration Number: 23011133983

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-11

Registration Status: Current

Expiry Date: 2028-Jan-11 23:59:59

Inexact Match on: Debtor No: 1

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

1 SECRETS OF SEAFOOD 2 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current



Search ID #: Z17600321

**Business Debtor Search For:**  
SECRETS OF SEAFOOD 4 MS LTD.

Search ID #: Z17600321      Date of Search: 2024-Jul-16      Time of Search: 17:10:27

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Registration Number: 23050533865	Registration Type: SECURITY AGREEMENT
Registration Date: 2023-May-05	Registration Status: Current
	Expiry Date: 2028-May-05 23:59:59

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Inexact Match on:      Debtor      No: 1

---

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	SECRETS OF SEAFOOD 3 MS LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	BANK OF HOPE 3200 WILSHIRE BOULEVARD, 10TH FLOOR LOS ANGELES, CA 90010 Email: david.henry@bankofhope.com	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current


Result Complete

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Search by Business Debtor

Date: 2024-07-17  
Time: 8:51:24 AM  
Transaction Number: 10274428471

Business Name: SECRETS OF SEAFOOD 4 MS LTD.

1 exact match was found.

3 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Secrets of Seafood 4 MS Ltd.</a>	2

1. Secrets of Seafood 4 MS Ltd.

1.1 Secrets of Seafood 4 MS Ltd.: Registration 202300328301 (2023-01-06 6:14:09 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-06
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Secrets of Seafood 4 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 Secrets of Seafood 4 MS Ltd.: Registration 202300328301 (2023-01-06 6:14:09 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-06
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	Secrets of Seafood 4 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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END OF EXACT MATCHES

Additional Options:

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



Search Results	Similar Matches	Print Requests	Mailing Information	Payment
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[Help](#)

**Search by Business Debtor: 3 similar matches were found.**

Business Debtor Name	No. of Registrations
1. <a href="#">SECRETS OF SEAFOOD 1 MB. LTD.</a>	3
2. <a href="#">Secrets of Seafood 2 MS Ltd.</a>	2
3. <a href="#">Secrets of Seafood 3 MS Ltd.</a>	2

**1. SECRETS OF SEAFOOD 1 MB. LTD.**

☐ Include in Printed Search Results

1.1 SECRETS OF SEAFOOD 1 MB. LTD.: Registration 202119279404 (2021-10-27 3:24:02 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-26
Debtor Address	763 HAWKSIDE MEWS NW CALGARY, AB CA T3G 3S2
This registration is jointly registered with these business debtors	SECRETS OF SEAFOOD 1 MB. LTD. SECRETS OF SEAFOOD 1 MB. LTD.
Secured Parties (party code, name, address)	7032749 CANADA INC., as Administrative Agent 23 BOBWHITE CRESCENT TORONTO, ON CA M2L 2E2
General Collateral Description	All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in season one of the documentary series currently entitled "Secrets of Seafood"

1.2 SECRETS OF SEAFOOD 1 MB. LTD.: Registration 202119279404 (2021-10-27 3:24:02 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-26
Debtor Address	183 STRADBROOK AVENUE WINNIPEG, MB CA R3L 0J4
This registration is jointly registered with these business debtors	SECRETS OF SEAFOOD 1 MB. LTD. SECRETS OF SEAFOOD 1 MB. LTD.
Secured Parties (party code, name, address)	7032749 CANADA INC., as Administrative Agent 23 BOBWHITE CRESCENT TORONTO, ON CA M2L 2E2
General Collateral Description	All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in season one of the documentary series currently entitled "Secrets of Seafood"

1.3 SECRETS OF SEAFOOD 1 MB. LTD.: Registration 202119279404 (2021-10-27 3:24:02 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-26
Debtor Address	66N-1485 PORTAGE AVENUE WINNIPEG, MB CA R3G 0W4
This registration is jointly registered with these business debtors	SECRETS OF SEAFOOD 1 MB. LTD. SECRETS OF SEAFOOD 1 MB. LTD.
Secured Parties (party code, name, address)	7032749 CANADA INC., as Administrative Agent 23 BOBWHITE CRESCENT TORONTO, ON CA M2L 2E2
General Collateral Description	All of the Debtor's undertaking and present and after acquired personal property (other than consumer goods) of the Debtor including all the right, title, interest and benefit which the Debtor now has or may hereafter have in all property in season one of the documentary series currently entitled "Secrets of Seafood"

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**2. Secrets of Seafood 2 MS Ltd.**

☐ Include in Printed Search Results

2.1 Secrets of Seafood 2 MS Ltd.: Registration 202300554409 (2023-01-11 6:28:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-11
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Secrets of Seafood 2 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010

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- Fees
- Party Code
- Registration History
- Contact Us
- eRegistration
- Land Titles Online
- Plan Deposit Submission
- Title Check
- Account Information

<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.
<b>2.2 Secrets of Seafood 2 MS Ltd.: Registration 202300554409 (2023-01-11 6:28:46 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-01-11
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Secrets of Seafood 2 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.

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### 3. Secrets of Seafood 3 MS Ltd.

☐ Include in Printed Search Results

<b>3.1 Secrets of Seafood 3 MS Ltd.: Registration 202307210500 (2023-05-05 5:01:29 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-05-05
<b>Debtor Address</b>	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
<b>This registration is jointly registered with these business debtors</b>	Secrets of Seafood 3 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.

<b>3.2 Secrets of Seafood 3 MS Ltd.: Registration 202307210500 (2023-05-05 5:01:29 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-05-05
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Secrets of Seafood 3 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.

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Search ID #: Z17600323

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589179-EDD3 5  
4483

Search ID #: Z17600323

Date of Search: 2024-Jul-16

Time of Search: 17:10:36

**Business Debtor Search For:**

THAT FISHING SHOW 2 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 #: Z17600323

**Business Debtor Search For:**

THAT FISHING SHOW 2 MS LTD.

Search ID #: Z17600323

Date of Search: 2024-Jul-16

Time of Search: 17:10:36

Registration Number: 23011612593

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-16

Registration Status: Current

Expiry Date: 2028-Jan-16 23:59:59

Exact Match on: Debtor No: 1

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

1 THAT FISHING SHOW 2 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Result Complete

Sue Shaunessy



## Services

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## Search Services

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## Business Debtor

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## Search by Business Debtor

Date: 2024-07-16  
Time: 6:20:52 PM  
Transaction Number: 10274424376

Business Name: THAT FISHING SHOW 2 MS LTD.

1 exact match was found.

0 similar matches were found.

## EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">That Fishing Show 2 MS Ltd.</a>	2

## 1. That Fishing Show 2 MS Ltd.

1.1 That Fishing Show 2 MS Ltd.: Registration 202300736205 (2023-01-16 12:33:31 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-16
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	That Fishing Show 2 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 That Fishing Show 2 MS Ltd.: Registration 202300736205 (2023-01-16 12:33:31 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-01-16
Debtor Address	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
This registration is jointly registered with these business debtors	That Fishing Show 2 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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## END OF EXACT MATCHES

## Additional Options:

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Search ID #: Z17600317

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589167-EDD3 5  
4483

Search ID #: Z17600317

Date of Search: 2024-Jul-16

Time of Search: 17:10:12

**Business Debtor Search For:**

JOBS OF TOMORROW 3 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 #: Z17600317

**Business Debtor Search For:**

JOBS OF TOMORROW 3 MS LTD.

Search ID #: Z17600317

Date of Search: 2024-Jul-16

Time of Search: 17:10:12

Registration Number: 22101227075

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-12

Registration Status: Current

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

Inexact Match on: Debtor No: 1  
Inexact Match on: Debtor No: 2

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	JOBS OF TOMORROW 2 MS LTD. 763 HAWKSIDE MEWS NW CALGARY, AB T3G 3S2	Current

<b><u>Block</u></b>		<b><u>Status</u></b>
2	JOBS OF TOMORROW 2 MS LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	BANK OF MONTREAL 105, RUE SAINT-JACQUES, 3RD FLOOR MONTREAL, QC H2Y 1L6 Email: luigi.porco@bmo.com	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z17600317

**Business Debtor Search For:**

JOBS OF TOMORROW 3 MS LTD.

Search ID #: Z17600317

Date of Search: 2024-Jul-16

Time of Search: 17:10:12

Registration Number: 23032032997

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-20

Registration Status: Current

Expiry Date: 2028-Mar-20 23:59:59

Exact Match on: Debtor No: 1

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

1 JOBS OF TOMORROW 3 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Search ID #: Z17600317

**Business Debtor Search For:**  
JOBS OF TOMORROW 3 MS LTD.

Search ID #: Z17600317      Date of Search: 2024-Jul-16      Time of Search: 17:10:12

---

Registration Number: 23060135636	Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Jun-01	Registration Status: Current
	Expiry Date: 2028-Jun-01 23:59:59

---

---

Inexact Match on:      Debtor      No: 1

---

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	JOBS OF TOMORROW 4 MS LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	BANK OF HOPE 3200 WILSHIRE BOULEVARD, 10TH FLOOR LOS ANGELES, CA 90010 Email: david.henry@bankofhope.com	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current


Result Complete

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Search by Business Debtor

Date: 2024-07-16  
Time: 6:17:38 PM  
Transaction Number: 10274424321

Business Name: JOBS OF TOMORROW 3 MS LTD.

1 exact match was found.

2 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Jobs of Tomorrow 3 MS Ltd.</a>	2

1. Jobs of Tomorrow 3 MS Ltd.

1.1 Jobs of Tomorrow 3 MS Ltd.: Registration 202304263808 (2023-03-20 7:32:39 PM)

Registered under

Expiry Date (YYYY-MM-DD)

Debtor Address

This registration is jointly registered with these business debtors

Secured Parties (party code, name, address)

General Collateral Description

The Personal Property Security Act

2028-03-20

183 Stradbrook Avenue  
Winnipeg, MB  
CA R3L 0J4

Jobs of Tomorrow 3 MS Ltd.

Bank of Hope  
3200 Wilshire Boulevard, 10th Floor  
Los Angeles, CA  
US 90010

All present and after-acquired personal property of the Debtor.

1.2 Jobs of Tomorrow 3 MS Ltd.: Registration 202304263808 (2023-03-20 7:32:39 PM)

Registered under

Expiry Date (YYYY-MM-DD)

Debtor Address

This registration is jointly registered with these business debtors

Secured Parties (party code, name, address)

General Collateral Description

The Personal Property Security Act

2028-03-20

260005 Mountain Ridge Place  
Rocky View County, AB  
CA T4C 2Y1

Jobs of Tomorrow 3 MS Ltd.

Bank of Hope  
3200 Wilshire Boulevard, 10th Floor  
Los Angeles, CA  
US 90010

All present and after-acquired personal property of the Debtor.

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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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Search by Business Debtor: 2 similar matches were found.

Business Debtor Name	No. of Registrations
1. <a href="#">Jobs of Tomorrow 2 MS Ltd.</a>	2
2. <a href="#">Jobs of Tomorrow 4 MS Ltd.</a>	2

1. **Jobs of Tomorrow 2 MS Ltd.** ☐ Include in Printed Search Results

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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2. **Jobs of Tomorrow 4 MS Ltd.** ☐ Include in Printed Search Results

2.1 **Jobs of Tomorrow 4 MS Ltd.: Registration 202308930205 (2023-06-01 7:48:03 PM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-01
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Jobs of Tomorrow 4 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

2.2 **Jobs of Tomorrow 4 MS Ltd.: Registration 202308930205 (2023-06-01 7:48:03 PM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-01
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 4 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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Search ID #: Z17600316

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589169-EDD3 5  
4483

Search ID #: Z17600316

Date of Search: 2024-Jul-16

Time of Search: 17:10:11

**Business Debtor Search For:**

JOBS OF TOMORROW 4 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 #: Z17600316

**Business Debtor Search For:**

JOBS OF TOMORROW 4 MS LTD.

Search ID #: Z17600316

Date of Search: 2024-Jul-16

Time of Search: 17:10:11

Registration Number: 22101227075

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Oct-12

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

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

Current

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

**Block****Status**

Current

2 JOBS OF TOMORROW 2 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

Search ID #: Z17600316

**Business Debtor Search For:**

JOBS OF TOMORROW 4 MS LTD.

Search ID #: Z17600316

Date of Search: 2024-Jul-16

Time of Search: 17:10:11

Registration Number: 23032032997

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-20

Registration Status: Current

Expiry Date: 2028-Mar-20 23:59:59

Inexact Match on: Debtor No: 1

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

1 JOBS OF TOMORROW 3 MS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current



Search ID #: Z17600316

**Business Debtor Search For:**  
JOBS OF TOMORROW 4 MS LTD.

Search ID #: Z17600316      Date of Search: 2024-Jul-16      Time of Search: 17:10:11

---

Registration Number: 23060135636	Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Jun-01	Registration Status: Current
	Expiry Date: 2028-Jun-01 23:59:59

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Exact Match on:      Debtor      No: 1

---

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	JOBS OF TOMORROW 4 MS LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	BANK OF HOPE 3200 WILSHIRE BOULEVARD, 10TH FLOOR LOS ANGELES, CA 90010 Email: david.henry@bankofhope.com	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current


Result Complete

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Search by Business Debtor

Date: 2024-07-16  
Time: 6:18:18 PM  
Transaction Number: 10274424330

Business Name: JOBS OF TOMORROW 4 MS LTD.

1 exact match was found.

2 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. <a href="#">Jobs of Tomorrow 4 MS Ltd.</a>	2

1. Jobs of Tomorrow 4 MS Ltd.

1.1 Jobs of Tomorrow 4 MS Ltd.: Registration 202308930205 (2023-06-01 7:48:03 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-01
Debtor Address	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
This registration is jointly registered with these business debtors	Jobs of Tomorrow 4 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

1.2 Jobs of Tomorrow 4 MS Ltd.: Registration 202308930205 (2023-06-01 7:48:03 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-01
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 4 MS Ltd.
Secured Parties (party code, name, address)	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
General Collateral Description	All present and after-acquired personal property of the Debtor.

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END OF EXACT MATCHES

Additional Options:

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Business Debtor

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- Account Information

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**Search by Business Debtor: 2 similar matches were found.**

Business Debtor Name	No. of Registrations
1. <a href="#">Jobs of Tomorrow 2 MS Ltd.</a>	2
2. <a href="#">Jobs of Tomorrow 3 MS Ltd.</a>	2

**1. Jobs of Tomorrow 2 MS Ltd.** ☐ Include in Printed Search Results

**1.1 Jobs of Tomorrow 2 MS Ltd.: Registration 202217197904 (2022-10-12 3:51:46 PM)**

<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2032-10-12
<b>Debtor Address</b>	763 Hawkside Mews NW Calgary, AB CA T3G 3S2
<b>This registration is jointly registered with these business debtors</b>	Jobs of Tomorrow 2 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Montreal 105, rue Saint-Jacques, 3rd Floor Montreal, QC CA H2Y 1L6
<b>General Collateral Description</b>	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)**

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

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**2. Jobs of Tomorrow 3 MS Ltd.** ☐ Include in Printed Search Results

**2.1 Jobs of Tomorrow 3 MS Ltd.: Registration 202304263808 (2023-03-20 7:32:39 PM)**

<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-03-20
<b>Debtor Address</b>	183 Stradbrook Avenue Winnipeg, MB CA R3L 0J4
<b>This registration is jointly registered with these business debtors</b>	Jobs of Tomorrow 3 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.

**2.2 Jobs of Tomorrow 3 MS Ltd.: Registration 202304263808 (2023-03-20 7:32:39 PM)**

<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2028-03-20
<b>Debtor Address</b>	260005 Mountain Ridge Place Rocky View County, AB CA T4C 2Y1
<b>This registration is jointly registered with these business debtors</b>	Jobs of Tomorrow 3 MS Ltd.
<b>Secured Parties (party code, name, address)</b>	Bank of Hope 3200 Wilshire Boulevard, 10th Floor Los Angeles, CA US 90010
<b>General Collateral Description</b>	All present and after-acquired personal property of the Debtor.

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Search ID #: Z17600324

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589182-EDD3 5  
4483

Search ID #: Z17600324

Date of Search: 2024-Jul-16

Time of Search: 17:10:37

**Business Debtor Search For:**

THE BEAUTIFUL GAME 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 #: Z17600324

**Business Debtor Search For:**

THE BEAUTIFUL GAME 1 OS LTD.

Search ID #: Z17600324

Date of Search: 2024-Jul-16

Time of Search: 17:10:37

Registration Number: 23042435453

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Apr-24

Registration Status: Current

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

Exact Match on: Debtor No: 1

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

1 THE BEAUTIFUL GAME 1 OS LTD.  
260005 MOUNTAIN RIDGE PLACE  
ROCKY VIEW COUNTY, AB T4C 2Y1

Current

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

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

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

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

Current

Result Complete

Enquiry Result

File Currency: 15JUL 2024

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Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	THE BEAUTIFUL GAME 1 OS LTD.								
File Currency	15JUL 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	792638154	1	1	1	1	24APR 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
792638154		001	1		20230424 1908 1590 0303	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	THE BEAUTIFUL GAME 1 OS LTD.								
	Address				City	Province	Postal Code		
	140 - 340 LEGGET DRIVE				KANATA	ON	K2K 1Y6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	THE BEAUTIFUL GAME 1 OS LTD.								
	Address				City	Province	Postal Code		
	260005 MOUNTAIN RIDGE PLACE				ROCKY VIEW COUNTY	AB	T4C 2Y1		
Secured Party	Secured Party / Lien Claimant								
	BANK OF HOPE								
	Address				City	Province	Postal Code		
	3200 WILSHIRE BOULEVARD, 10TH FLR				LOS ANGELES	CA	90010		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	DENTONS CANADA LLP (VANCOUVER)			
	Address	City	Province	Postal Code
	250 HOWE STREET, 20TH FLOOR	VANCOUVER	BC	V6C 3R8

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Web Page ID: WEnqResult

System Date: 16JUL2024

Last Modified: July 14, 2024

Search ID #: Z17600311

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589158-EDD3 5  
4483

Search ID #: Z17600311

Date of Search: 2024-Jul-16

Time of Search: 17:09:47

**Business Debtor Search For:**

BREAKING DOWN BARRIERS 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 #: Z17600311

**Business Debtor Search For:**

BREAKING DOWN BARRIERS 1 OS LTD.

Search ID #: Z17600311

Date of Search: 2024-Jul-16

Time of Search: 17:09:47

Registration Number: 23050825295

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-May-08

Registration Status: Current

Expiry Date: 2028-May-08 23:59:59

Exact Match on:

Debtor

No: 1

**Debtor(s)**

<u>Block</u>		<u>Status</u>
1	BREAKING DOWN BARRIERS 1 OS LTD. 260005 MOUNTAIN RIDGE PLACE ROCKY VIEW COUNTY, AB T4C 2Y1	Current

**Secured Party / Parties**

<u>Block</u>		<u>Status</u>
1	BANK OF HOPE 3200 WILSHIRE BOULEVARD, 10TH FLOOR LOS ANGELES, CA 90010 Email: david.henry@bankofhope.com	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Result Complete

Enquiry Result

File Currency: 15JUL 2024

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All Pages

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Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	BREAKING DOWN BARRIERS 1 OS LTD.								
File Currency	15JUL 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	793099881	1	1	1	1	08MAY 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
793099881		001	1		20230508 1602 1590 2619	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BREAKING DOWN BARRIERS 1 OS LTD.								
	Address				City	Province	Postal Code		
	140 - 340 LEGGET DRIVE				KANATA	ON	K2K 1Y6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BREAKING DOWN BARRIERS 1 OS LTD.								
	Address				City	Province	Postal Code		
	260005 MOUNTAIN RIDGE PLACE				ROCKY VIEW COUNTY	AB	T4C 2Y1		
Secured Party	Secured Party / Lien Claimant								
	BANK OF HOPE								
	Address				City	Province	Postal Code		
	3200 WILSHIRE BOULEVARD, 10TH FLR				LOS ANGELES	CA	90010		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	DENTONS CANADA LLP (VANCOUVER)			
	Address	City	Province	Postal Code
	250 HOWE STREET, 20TH FLOOR	VANCOUVER	BC	V6C 3R8

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[ServiceOntario Contact Centre](#)

Search ID #: Z17600313

**Transmitting Party**WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 05589162-EDD3 5  
4483

Search ID #: Z17600313

Date of Search: 2024-Jul-16

Time of Search: 17:10:02

**Business Debtor Search For:**

FLOW 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 #: Z17600313

**Business Debtor Search For:**

FLOW 1 OS LTD.

Search ID #: Z17600313

Date of Search: 2024-Jul-16

Time of Search: 17:10:02

Registration Number: 23050825346

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-May-08

Registration Status: Current

Expiry Date: 2028-May-08 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

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

Current

**Secured Party / Parties**

**Block**

**Status**

1 BANK OF HOPE  
3200 WILSHIRE BOULEVARD, 10TH FLOOR  
LOS ANGELES, CA 90010  
Email: david.henry@bankofhope.com

Current

**Collateral: General**

**Block**

**Description**

**Status**

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

Current

Result Complete

Enquiry Result

File Currency: 15JUL 2024

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Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	FLOW 1 OS LTD.								
File Currency	15JUL 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	793099899	1	1	1	1	08MAY 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
793099899		001	1		20230508 1603 1590 2620	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	FLOW 1 OS LTD.								
	Address				City	Province	Postal Code		
	140 - 340 LEGGET DRIVE				KANATA	ON	K2K 1Y6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	FLOW 1 OS LTD.								
	Address				City	Province	Postal Code		
	260005 MOUNTAIN RIDGE PLACE				ROCKY VIEW COUNTY	AB	T4C 2Y1		
Secured Party	Secured Party / Lien Claimant								
	BANK OF HOPE								
	Address				City	Province	Postal Code		
	3200 WILSHIRE BOULEVARD, 10TH FLR				LOS ANGELES	CA	90010		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	DENTONS CANADA LLP (VANCOUVER)			
	Address	City	Province	Postal Code
	250 HOWE STREET, 20TH FLOOR	VANCOUVER	BC	V6C 3R8

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LAST PAGE

Note: All pages have been returned.

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[ServiceOntario Contact Centre](#)

THIS IS EXHIBIT "I" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

See attached

A Notary Public, etc.

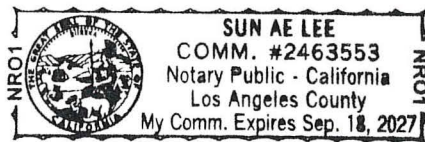


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 20 24, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to be 'DKH', written over a horizontal line.



Corporate Banking | Technology Media & Telecom  
3200 Wilshire Boulevard, 10<sup>th</sup> Floor  
Los Angeles, CA 90010

November 17, 2023

By e-mail  
sarah@serendipitymedia.ca

**Trivium Media Ltd.**  
260005 Mountain Ridge Place,  
Rocky View County  
Alberta, T4C 2Y1

Attention: Sarah Howell

Dear Ms. Howell:

**Re:           Reservation of Rights**

We refer to the amended and restated loan and security agreement dated as of May 9, 2023 between Trivium Media Inc., as borrower (the "**Borrower**") and Bank of Hope, as lender (the "**Bank**") and each of the Subsidiary Guarantors (as defined in the Loan Agreement) who have provided guarantees (as may be further amended, supplemented, modified, restated or renewed from time to time, the "**Loan Agreement**"). Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Loan Agreement.

**1. Event of Default:**

The Bank hereby notifies the Borrower that the Credit Parties (as defined in the Loan Agreement) are in Default of Section 6.12 of the Loan Agreement which provides that none of the Facility proceeds shall be used, directly or indirectly, for any purpose other than the production and distribution of each Canadian Production produced by each of the Subsidiary Guarantors.

Further the Credit Parties are in Default of the negative covenant in Section 8.11 of the Loan Agreement that prohibits the use of proceeds any Loans other than for funding the production of the Canadian Productions produced by the Subsidiary Guarantors.

Other Defaults may also have occurred under the Loan Agreement.

**2. No Further Advances:**

Until further notice is provided by the Bank, the Bank will not make any further advances under the Loan Agreement, except for: (i) debt servicing payments under the Loan Agreement including, without limitation, the payment of interest accrued on the Facility and all external legal fees; and (ii) Bank approved Tax Credit administration fees.

**3. Reservation of Rights:**

The Bank hereby reserves all of its rights, powers, privileges and remedies against the Credit Parties under the Loan Agreement and the other Facility Documents, at law or in equity as a result of the occurrence and continuance of the Default. From and after the date hereof, the Bank will be entitled to enforce the Loan Agreement and the other Facility Documents according to the original terms thereof, including, without

- 2 -

limitation, in connection with any Default without any offset, defence or counterclaim on the part of any of the Credit Parties.

#### 4. General Provisions and Covenants:

- (a) Validity and Enforceability: The Loan Agreement and the other Facility Documents will continue to be valid and binding upon the each of the Credit Parties, as applicable, and the each of the Credit Parties remains fully liable for all of its obligations under the Loan Agreement and the other Facility Documents to which it is party. For greater certainty, this Reservation of Rights Letter shall be deemed to be a Facility Document.
- (b) Security and Guaranty: All security currently held by the Bank will continue to secure all of the Borrower's obligations under the Loan Agreement and the other Facility Documents. The guarantees and all other Facility Documents executed by the Subsidiary Guarantors in favour of the Bank will continue to be valid and enforceable against each Subsidiary Guarantor.
- (c) Representations and Warranties: All representations and warranties set out in the Loan Agreement will be deemed to have been repeated on the date of this Reservation of Rights Letter and will continue in effect for so long as the Borrower and each of the Subsidiary Guarantors is indebted to the Bank pursuant to the Loan Agreement or the other Facility Documents.
- (d) Operation of Business: The Credit Parties will continue to operate their business in the normal course of business.
- (e) No Novation: This Reservation of Rights Letter will not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Loan Agreement or any other Facility Document, or a waiver by the Bank of any of its rights and remedies under the Loan Agreement and the other Facility Documents.
- (f) Payment of Fee and Expenses: The Borrower will pay promptly the Bank all fees and expenses incurred by the Bank relating to this Reservation of Rights Letter, including all legal, accounting and other professional fees and out-of-pocket expenses of the Bank incurred in the enforcement and preservation of any of its rights under the Loan Agreement and other Facility Documents as well as the preparation, negotiation and enforcement of this Reservation of Rights Letter and all documents executed in connection therewith.
- (g) Governing Law: This Reservation of Rights Letter will be governed by the laws of the Province of Alberta.
- (h) Execution: This Reservation of Rights Letter may be executed in by electronic signature (including DocuSign) which will constitute an original signature.

Yours truly,

**BANK OF HOPE**



David Henry  
SVP, Head of Media & Entertainment

cc: Ari Taub, Taub Law  
By e-mail: [ari@taublawn.com](mailto:ari@taublawn.com)

Jeff Helper, TingleMerrett LLP  
By e-mail: [JHelper@tinglemerrett.com](mailto:JHelper@tinglemerrett.com)

Juliet Smith, Dentons Canada LLP  
By e-mail: [juliet.smith@dentons.com](mailto:juliet.smith@dentons.com)

THIS IS EXHIBIT "J" REFERRED TO IN THE  
AFFIDAVIT OF DAVID KENNETH HENRY  
SWORN BEFORE ME THIS \_\_\_\_ DAY OF JULY,  
2024.

See attached  
A Notary Public, etc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of July, 20 24, by David Kenneth Henry

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read "David Henry", written over a horizontal line.

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

TRIVIUM MEDIA LTD.  
260005 Mountain Ridge Place,  
Rock View County,  
Alberta T4C 2Y1

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re: Your Indebtedness to Bank of Hope (the "Bank")**

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

We are instructed that you are indebted to the Bank pursuant to the terms of an amended and restated loan and security agreement dated May 9, 2023 (as further amended, modified, supplemented, or restated, the "**Credit Agreement**") between the Bank, as lender, and you, as borrower (the "**Borrower**"), and guaranteed by the parties listed in Schedule "A" hereto (collectively, the "**Guarantors**"), which provided for a senior secured, revolving line of credit in favour of the Borrower.

We are further instructed that, as of July 5, 2024, the total amount due and owing to the Bank pursuant to and in connection with the Credit Agreement is **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

As security for the obligations of the Borrower to the Bank, including the Indebtedness, the Borrower granted a security interest in favour of the Bank in the Collateral (as defined in the Credit Agreement) (the "**Security**"). Furthermore the Borrower assigned to the Bank security granted by third party production companies to the Borrower.

We are instructed that you are in default of certain obligations and covenants set out in the Credit Agreement and the Security. In light of the foregoing, and on behalf of the Bank, we hereby make demand upon you for payment of the Indebtedness, together with any accrued interest, legal fees and other charges that arise. On behalf of the Bank, we also make demand upon you pursuant to the Security. As of the date hereof, the Interest Rate accruing on the Indebtedness is increased to the Overdue Rate under the terms of Section 2.5.3 of the Credit Agreement.

The Borrower is in default of its obligations under the Credit Agreement and the Security for reasons including but not limited to:

- (a) proceeds advanced under the Credit Agreement have been used, directly or indirectly, for purposes other than the production and distribution of each production financed under the Credit Agreement in breach of Sections 6.12 and 8.12 of the Credit Agreement;
- (b) the Borrower failing to make payments due to the Bank on June 3, 2024 and July 3, 2024 as required under Section 9.1.1 of the Credit Agreement;
- (c) the Borrower failing to provide any financial accounting of the Borrower or each Guarantor as required under Sections 7.1.1, 7.1.2, 7.1.3, 7.2 and 7.7 of the Credit Agreement;
- (d) failure of the Borrower and the Guarantors to pay all taxes as required under Section 7.10 of the Credit Agreement; and
- (e) failure to promptly provide notice to the Bank of events which could reasonably be expected to materially and adversely impact the amount and/or collection of tax credits being claimed by the Guarantors.

This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, or the Bank determines that its collateral is at risk, legal proceedings, which may include enforcement of the Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent by a duly appointed officer of the Borrower.

All inquiries and payments should be directed to the attention of the writer to ensure that due credit is given immediately to your account.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...  
Jordan Schultz  
Partner

JDS/vc

Enclosure

**Schedule "A"**  
**Guarantors**

Art of Forensics TML 1 MS Ltd.  
Breaking Down Barriers 1 OS Ltd.  
Comfort Food TML 2 OS Ltd.  
Flow 1 OS Ltd.  
Jobs of Tomorrow 3 MS Ltd.  
Jobs of Tomorrow 4 MS Ltd.  
Secrets of Seafood 2 MS Ltd.  
Secrets of Seafood 3 MS Ltd.  
Secrets of Seafood 4 MS Ltd.  
That Fishing Show 2 MS Ltd.  
The Beautiful Game 1 OS Ltd.  
Transformative CEOS 7 MS Ltd.  
Transformative CEOS 8 MS Ltd.  
Transformative CEOS 9 MS Ltd.  
Uncommon Beauty 2 MS Ltd.



**BANKRUPTCY AND INSOLVENCY ACT****FORM 86****NOTICE OF INTENTION TO ENFORCE SECURITY****[Subsection 244(1)]**

TO: TRIVIUM MEDIA LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) an amended and restated loan and security agreement, dated May 9, 2023, which amended and restated the loan and security agreement dated November 30, 2022, notice of which was registered in the Alberta Personal Property Registry on November 25, 2022 under registration number.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74** as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

EC55D8927B494C2

DENTONS CANADA LLP, solicitors for BANK  
OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

TRIVIUM MEDIA LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Comfort Food TML 2 OS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Comfort Food TML 2 OS Ltd.  
340 Legget Drive, Suite 140  
Kanata ON K2K 2Y6

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the **"Bank"**) pursuant to your unlimited guarantee dated November 30, 2022 (the **"Guarantee"**) of the indebtedness of Trivium Media Ltd. (the **"Borrower"**)

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of November 30, 2022 (the **"Security"**).

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the **"Indebtedness"**).

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...  
Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT****FORM 86****NOTICE OF INTENTION TO ENFORCE SECURITY****[Subsection 244(1)]**

TO: COMFORT FOOD TML 2 OS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of November 30, 2022, notice of which was registered in the Alberta Personal Property Registry on November 25, 2022 under registration number 22112532097 and in the Ontario Personal Property Registry on November 28, 2022 under registration number 20221128 1351 1590 0106.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

FC55D9927B49462...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

COMFORT FOOD TML 2 OS LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Art of Forensics TML 1 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Art of Forensics TML 1 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated December 9, 2022 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of December 9, 2022 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

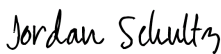
This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...

Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT**  
**FORM 86**  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**[Subsection 244(1)]**

TO: ART OF FORENSICS TML 1 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of December 9, 2022, notice of which was registered in the Alberta Personal Property Registry on December 9, 2022 under registration number 22120910694 and in the Manitoba Personal Property Registry on December 9, 2022 under registration number 202220539107.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74** as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

FC55D0927B49462...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

ART OF FORENSICS TML 1 MS LTD.  
Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Transformative CEOs 7 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Transformative CEOs 7 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated December 9, 2022 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of December 9, 2022 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.



Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...  
Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT**  
**FORM 86**  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**[Subsection 244(1)]**

TO: TRANSFORMATIVE CEOS 7 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of December 9, 2022, notice of which was registered in the Alberta Personal Property Registry on December 9, 2022 under registration number 22120910732 and in the Manitoba Personal Property Registry on December 9, 2022 under registration number 202220539000.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

FG55D9927B49462...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

TRANSFORMATIVE CEOS 7 MS LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Transformative CEOs 8 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Transformative CEOs 8 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated January 6, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of January 6, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

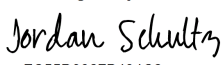
This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...

Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT****FORM 86****NOTICE OF INTENTION TO ENFORCE SECURITY****[Subsection 244(1)]**

TO: TRANSFORMATIVE CEOS 8 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of January 6, 2023, notice of which was registered in the Alberta Personal Property Registry on January 6, 2023 under registration number 23010630372 and in the Manitoba Personal Property Registry on January 6, 2023 under registration number 202300328409.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

FC55D9927B49462...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

TRANSFORMATIVE CEOS 8 MS LTD.

Per:

DocuSigned by:

*Jarrah Howell*

CSD5407ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Transformative CEOs 9 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Transformative CEOs 9 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated June 7, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of June 7, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

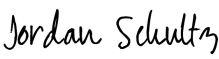
This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...  
Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT**  
**FORM 86**  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**[Subsection 244(1)]**

TO: TRANSFORMATIVE CEOS 9 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of June 7, 2023, notice of which was registered in the Alberta Personal Property Registry on June 6, 2023 under registration number 23060625945 and in the Manitoba Personal Property Registry on June 6, 2023 under registration number 202309193603.

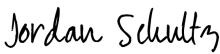
3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

  
FC55D9927B494C2


DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

TRANSFORMATIVE CEOS 9 MS LTD.

Per:

DocuSigned by:  
  
C3D5467ACEA2499...

Authorized Signatory



July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Uncommon Beauty 2 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Uncommon Beauty 2 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated December 15, 2022 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of December 15, 2022 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

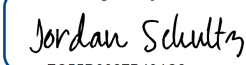
This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...

Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT****FORM 86****NOTICE OF INTENTION TO ENFORCE SECURITY****[Subsection 244(1)]**

TO: UNCOMMON BEAUTY 2 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of December 15, 2022, notice of which was registered in the Alberta Personal Property Registry on December 15, 2022 under registration number 22121524782 and in the Manitoba Personal Property Registry on December 15, 2022 under registration number 202220889205.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11th day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

EC55D9927B494C2...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12th day of July, 2024.

UNCOMMON BEAUTY 2 MS LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5467A6FA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Secrets of Seafood 2 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Secrets of Seafood 2 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated January 12, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of January 12, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...  
Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT**  
**FORM 86**  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**[Subsection 244(1)]**

TO: SECRETS OF SEAFOOD 2 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of January 12, 2023, notice of which was registered in the Alberta Personal Property Registry on January 11, 2023 under registration number 23011133983 and in the Manitoba Personal Property Registry on January 11, 2023 under registration number 202300554409.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

EC55D9927B494C2...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

SECRETS OF SEAFOOD 2 MS LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Secrets of Seafood 3 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Secrets of Seafood 3 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated May 5, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of May 5, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

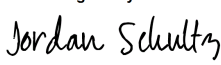
This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...

Jordan Schultz  
Partner

JDS/vc

Enclosure



**BANKRUPTCY AND INSOLVENCY ACT****FORM 86****NOTICE OF INTENTION TO ENFORCE SECURITY****[Subsection 244(1)]**

TO: SECRETS OF SEAFOOD 3 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of May 5, 2023, notice of which was registered in the Alberta Personal Property Registry on May 5, 2023 under registration number 23050533865 and in the Manitoba Personal Property Registry on May 5, 2023 under registration number 202307210500.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

EC55D9927B494C2...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

SECRETS OF SEAFOOD 3 MS LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Secrets of Seafood 4 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Secrets of Seafood 4 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated January 6, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of January 6, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

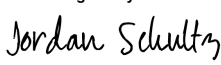
This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...

Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT****FORM 86****NOTICE OF INTENTION TO ENFORCE SECURITY****[Subsection 244(1)]**

TO: SECRETS OF SEAFOOD 4 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of January 6, 2023, notice of which was registered in the Alberta Personal Property Registry on January 6, 2023 under registration number 23010630382 and in the Manitoba Personal Property Registry on January 6, 2023 under registration number 202300328301.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

EC55D9927B494C2...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

SECRETS OF SEAFOOD 4 MS LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

That Fishing Show 2 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

That Fishing Show 2 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated January 16, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of January 16, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

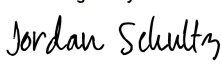
This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...

Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT**  
**FORM 86**  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**[Subsection 244(1)]**

TO: THAT FISHING SHOW 2 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of January 16, 2023, notice of which was registered in the Alberta Personal Property Registry on January 16, 2023 under registration number 23011612593 and in the Manitoba Personal Property Registry on January 16, 2023 under registration number 202300736205.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

FC55D9927B494C2

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

THAT FISHING SHOW 2 MS LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Jobs of Tomorrow 3 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Jobs of Tomorrow 3 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated March 22, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of March 22, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

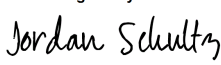


Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...

Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT**  
**FORM 86**  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**[Subsection 244(1)]**

TO: JOBS OF TOMORROW 3 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of March 22, 2023, notice of which was registered in the Alberta Personal Property Registry on March 20, 2023 under registration number 23032032997 and in the Manitoba Personal Property Registry on March 20, 2023 under registration number 202304263808.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

EC55D9927B494C2...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

JOBS OF TOMORROW 3 MS LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5407ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Jobs of Tomorrow 4 MS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Jobs of Tomorrow 4 MS Ltd.  
183 Stradbrook Avenue  
Winnipeg, MB R3L 0J4

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated June 2, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of June 2, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

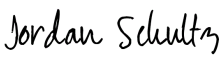
This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...

Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT****FORM 86****NOTICE OF INTENTION TO ENFORCE SECURITY****[Subsection 244(1)]**

TO: JOBS OF TOMORROW 4 MS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of June 2, 2023, notice of which was registered in the Alberta Personal Property Registry on June 1, 2023 under registration number 23060135636 and in the Manitoba Personal Property Registry on June 1, 2023 under registration number 202308930205.

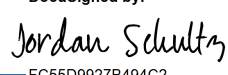
3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11th day of July, 2024.

BANK OF HOPE

DocuSigned by:

  
EC55D9927B494C2...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

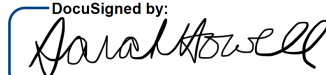
THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

JOBS OF TOMORROW 4 MS LTD.

Per:

DocuSigned by:

  
C3D5467ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

The Beautiful Game 1 OS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

The Beautiful Game 1 OS Ltd.  
340 Legget Drive, Suite 140  
Kanata ON K2K 2Y6

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated April 24, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of April 24, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...

Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT****FORM 86****NOTICE OF INTENTION TO ENFORCE SECURITY****[Subsection 244(1)]**

TO: THE BEAUTIFUL GAME 1 OS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of April 24, 2023, notice of which was registered in the Alberta Personal Property Registry on April 24, 2023 under registration number 23042435453 and in the Ontario Personal Property Registry on April 24, 2023 under registration number 20230424 1908 1590 0303.

3. The total amount of Indebtedness secured by the security is the sum of **US\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11th day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

EC55D9927B494C2

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

THE BEAUTIFUL GAME 1 OS LTD.

Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499...

Authorized Signatory



July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Breaking Down Barriers 1 OS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Breaking Down Barriers 1 OS Ltd.  
340 Legget Drive, Suite 140  
Kanata ON K2K 2Y6

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated May 8, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of May 8, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...  
Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT**  
**FORM 86**  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**[Subsection 244(1)]**

TO: BREAKING DOWN BARRIERS 1 OS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of May 8, 2023, notice of which was registered in the Alberta Personal Property Registry on May 8, 2023 under registration number 23050825295 and in the Ontario Personal Property Registry on May 8, 2023 under registration number 20230508 1602 1590 2619.

3. The total amount of Indebtedness secured by the security is the sum of US\$**\$7,864,815.74**, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11th day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

EC55D9927B494C2...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

BREAKING DOWN BARRIERS 1 OS LTD.  
Per:

DocuSigned by:

*Sarah Howell*

C3D5467ACEA2499...

Authorized Signatory

July 11, 2024

File No. 591409-13

**DELIVERED BY COURIER AND EMAIL**

Flow 1 OS Ltd.  
260005 Mountain Ridge Place  
Rock View County, AB T4C 2Y1

Flow 1 OS Ltd.  
340 Legget Drive, Suite 140  
Kanata ON K2K 2Y6

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Attention: Sarah Howell  
(sarah@serendipitymedia.ca)

Dear Sir/Madam:

**Re:** Your Indebtedness to Bank of Hope (the "**Bank**") pursuant to your unlimited guarantee dated May 8, 2023 (the "**Guarantee**") of the indebtedness of Trivium Media Ltd. (the "**Borrower**")

We are counsel for the Bank in respect of the above-captioned matter.

All references to Dollars or "\$" herein mean the legal currency of the United States.

Pursuant to the Guarantee, you have provided an unlimited guarantee of all of the debts, liabilities and obligations of the Borrower to the Bank. As security for your obligations to the Bank, you have granted a general security interest to the Bank pursuant to a Film Production Security Agreement dated as of May 8, 2023 (the "**Security**").

As of July 5, 2024, the Borrower was indebted to the Bank in the total amount of the sum of **\$7,864,815.74**, on which amount further interest, costs and disbursements continue to accrue to the date of payment (the "**Indebtedness**").

Your liability under the Guarantee arises immediately upon demand. Accordingly, and on behalf of the Bank, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the Security.

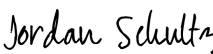
This letter is to advise you that unless payment of the Indebtedness, plus all applicable interest to the date of payment, plus legal costs, is made into this office by certified cheque or bank draft payable to Dentons Canada LLP in trust, **on or before July 21, 2024**, legal proceedings, which may include enforcement of Security and/or the appointment of a receiver or a receiver manager, may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we enclose, for service upon you, a Notice of Intention to Enforce Security in the prescribed form. If you consent to the Bank taking earlier enforcement, please return the consent signed by a duly appointed officer.

All inquiries and payments should be directed to the attention of the writer.

Yours truly,

Dentons Canada LLP

DocuSigned by:  
  
FC55D9927B494C2...  
Jordan Schultz  
Partner

JDS/vc

Enclosure

**BANKRUPTCY AND INSOLVENCY ACT**  
**FORM 86**  
**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**[Subsection 244(1)]**

TO: FLOW 1 OS LTD., an insolvent person.

TAKE NOTICE THAT:

1. BANK OF HOPE, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

(a) all present and after acquired personal property.

2. The security that is to be enforced is in the form of:

(a) A film production security agreement dated as of May 8, 2023, notice of which was registered in the Alberta Personal Property Registry on May 8, 2023 under registration number 23050825346 and in the Ontario Personal Property Registry on May 8, 2023 under registration number 20230508 1603 1590 2620.

3. The total amount of Indebtedness secured by the security is the sum of US\$7,864,815.74, as of July 5, 2024, plus costs and interest which continues to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Vancouver, British Columbia this 11<sup>th</sup> day of July, 2024.

BANK OF HOPE

DocuSigned by:

*Jordan Schultz*

EC55D0027B494C2...

DENTONS CANADA LLP, solicitors for  
BANK OF HOPE

THE UNDERSIGNED hereby consents to BANK OF HOPE enforcing its security prior to the expiry of the 10 day notice period described herein.

DATED THIS 12<sup>th</sup> day of July, 2024.

FLOW 1 OS LTD.

Per:

DocuSigned by:

*Sarah Howell*

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Authorized Signatory

<b>BANK OF MONTREAL</b> <b>Applicant</b>	and	<b>SERENDIPITY MEDIA LTD., et al.</b> <b>Respondents</b>
<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>COMMERCIAL LIST</b>		
PROCEEDING COMMENCED AT TORONTO		
<b>AFFIDAVIT OF DAVID KENNETH HENRY</b>		
<b>DENTONS CANADA LLP</b> 250 Howe Street, 20th Floor Vancouver, B.C. V6C 3R8 <b>Jordan Schultz</b> (LSBC # 508066) Tel: 1-604-691-6452 <a href="mailto:jordan.schultz@dentons.com">jordan.schultz@dentons.com</a> <b>Valerie Cross</b> (LSBC # 511475) Tel: 1-604-648-6541 <a href="mailto:valerie.cross@dentons.com">valerie.cross@dentons.com</a> <i>Lawyers for Bank of Hope</i>		

# TAB 3



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**

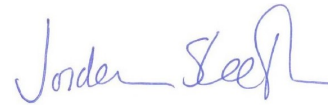
**CONSENT TO ACT AS COURT-APPOINTED RECEIVER AND MANAGER**

**DELOITTE RESTRUCTURING INC.** hereby consents to act as the court-appointed receiver and manager, without security, of the undertaking and personal property of Trivium Media Ltd. (“**Trivium**”) and certain guarantor entities (collectively, the “**BOH Guarantors**” and together with Trivium the “**BOH Debtors**”) listed at Schedule “C” to the amended and restated receivership order in these proceedings acquired for, or used in relation to a business or businesses carried on by the BOH Debtors.

Dated at Toronto, Ontario this 23rd day of July, 2024.

Deloitte Restructuring Inc., solely in its capacity as Receiver and not in its personal capacity

Per: \_\_\_\_\_



Name: Jorden Sleeth

Title: Senior Vice President

I have authority to bind the Corporation.

**SCHEDULE “A”**  
**LIST OF GUARANTOR ENTITIES AS AT JULY 22, 2024**

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

<b>BANK OF MONTREAL</b> <i>Applicant</i>	and	<b>SERENDIPITY MEDIA LTD., et al.</b> <i>Respondents</i>
<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>COMMERCIAL LIST</b>		
PROCEEDING COMMENCED AT TORONTO		
<b>CONSENT TO ACT AS</b> <b>COURT-APPOINTED RECEIVER AND MANAGER</b>		
<b>DENTONS CANADA LLP</b> 250 Howe Street, 20th Floor Vancouver, B.C. V6C 3R8 <b>Jordan Schultz</b> (LSBC # 508066) Tel: 1-604-691-6452 <a href="mailto:jordan.schultz@dentons.com">jordan.schultz@dentons.com</a> <b>Valerie Cross</b> (LSBC # 511475) Tel: 1-604-648-6541 <a href="mailto:valerie.cross@dentons.com">valerie.cross@dentons.com</a> <i>Lawyers for Bank of Hope</i>		

# TAB 4

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

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

THE HONOURABLE

)

31ST DAY OF JULY, 2024

JUSTICE KIMMEL

)

)

**BANK OF MONTREAL**

Applicant

- and -

**SERENDIPITY MEDIA LTD.**

**AND THE ENTITIES LISTED AT SCHEDULE “A” AND SCHEDULE “C”**

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**

**AMENDED AND RESTATED APPOINTMENT ORDER**  
**(Amending and Restating Initial Order dated January 3, 2024)**

1. **THIS APPLICATION** made by the 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 Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of:

- (a) the undertaking and personal property of Serendipity Media Ltd. (“**Serendipity**”) listed at Schedule “**B**” hereto (the “**BMO Serendipity Collateral**”) and Schedule “**D**” hereto (the “**BOH Serendipity Collateral**”); and
- (b) all of the assets, undertakings and properties of:
  - (i) the entities (collectively, the “**BMO Additional Debtors**”) listed at Schedule “**A**” hereto (the “**BMO Additional Debtors’ Collateral**” together with the BMO Serendipity Collateral, the “**BMO Collateral**”); and
  - (ii) the entities (collectively, the “**BOH Debtors**” together with Serendipity and the BMO Additional Debtors, the “**Debtors**”) listed at Schedule “**C**” hereto (the “**BOH Debtors’ Collateral**” and together with the BOH Serendipity Collateral, the “**BOH Collateral**”),

acquired for, or used in relation to a business 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, the affidavit of ●, affirmed July ●, 2024, and the Exhibits thereto, the First Report of the Receiver dated July 16, 2024 and the Order of Justice Cavanagh dated January 3, 2024 (the “Initial Appointment Order”), and on hearing the submissions of counsel for Bank of Montreal, the Receiver, Bank of Hope, and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the affidavit of service of Patryk Sawicki, affirmed January 2, 2024, the affidavit of service of ●, affirmed ●, 2024, and on reading the consent of Deloitte to act as the Receiver,

## **SERVICE**

2. **THIS COURT ORDERS** that the time for service of the Notice of Application filed by the Applicant and the Notice of Motion filed by the Bank of Hope and the application record and

motion record is hereby abridged and validated so that this application and the related motion are properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

3. **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 Schedules “B” and “D” hereto, and of all of the assets, undertakings and properties of the BMO Additional Debtors and the BOH Debtors acquired for or used in relation to a business carried on by the Debtors, including all proceeds thereof (the “Property”).

### **RECEIVER’S POWERS**

4. **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**

5. **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.

6. **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 6 or in paragraph 7 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.

7. **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.

8. **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

9. **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**

10. **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**

11. **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.

12. **THIS COURT ORDERS** that nothing in the foregoing paragraphs 10 and 11 or in any other provision of this Order shall prevent any or both of the Royal Bank of Canada and 7032749 Canada Inc. (“**703**”), as administrative agent on behalf of various lenders (collectively, the “**Additional Lenders**”) from exercising any of their rights or remedies against the Debtors, including commencing any Proceeding against Serendipity in respect of collateral subject to a security interest granted 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.

13. **THIS COURT ORDERS** that notwithstanding any provision of this Order, any assets of DNR Productions Ltd., subject to a valid security interest in favour of 703, shall not be considered Property for the purposes of this Order.

### **NO INTERFERENCE WITH THE RECEIVER**

14. **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**

15. **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**

16. **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. The Receiver shall maintain separate accounts for all matters exclusively related to (i) the BMO Collateral, and (ii) the BOH Collateral, and shall use best efforts

to deposit all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver in relation to the foregoing collateral into the applicable account.

### **EMPLOYEES**

17. **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**

18. **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**

19. **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**

20. **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**

21. **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. Where practical, in the Receiver’s sole discretion, the Receiver shall track its fees and disbursements, and its counsel’s fees and disbursements, and allocate those fees and disbursements to the BMO Collateral or the BOH Collateral, as applicable, based on whether those fees and disbursements

are solely in respect of the BMO Collateral or the BOH Collateral, as applicable, to the extent the Receiver can determine the same.

22. **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.

23. **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 – BMO COLLATERAL**

24. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from Bank of Montreal 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 \$2,000,000 (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 solely relating to the BMO Collateral, including interim expenditures. The whole of the BMO Collateral shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s BMO Collateral 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.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “E” hereto for any amount borrowed by it pursuant to paragraph 24 of this Order.



### **FUNDING OF THE RECEIVERSHIP – BOH COLLATERAL**

26. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from Bank of Hope 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 \$1,750,000 (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 solely relating to the BOH Collateral, including interim expenditures. The whole of the BOH Collateral shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s BOH Collateral 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.

27. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “F” hereto for any amount borrowed by it pursuant to paragraph 26 of this Order.

### **FUNDING OF THE RECEIVERSHIP – GENERAL OVERHEAD**

28. **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 \$750,000 (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, that cannot be attributed solely to the BMO Collateral or solely to the BOH Collateral, as determined by the Receiver in its discretion, including interim expenditures. The Property shall be and are hereby charged by way of a fixed and specific charge (the “**Receiver’s General Borrowings Charge**” together with the Receiver’s BMO Collateral Borrowings Charge and the Receiver’s BOH Collateral Borrowings Charge, the “**Receiver’s Borrowing Charges**”) 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. The Receiver's General Borrowings Charge shall be allocated to the BMO Collateral and the BOH Collateral, *pro rata*, calculated on the basis of the respective indebtedness, liability and obligations of the Debtors to the Bank of Montreal and Bank of Hope.

29. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "G" hereto for any amount borrowed by it pursuant to paragraph 28 of this Order.

### **ENFORCEMENT OF BORROWING CHARGES**

30. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charges nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

### **SERVICE AND NOTICE**

31. **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 <https://www.insolvencies.deloitte.ca/en-ca/pages/SerendipityMediaLtd.aspx?searchpage=Search-Insolvencies.aspx>

32. **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**

33. **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.

34. **THIS COURT ORDERS** that the Receiver is hereby authorized and empowered, but not obligated, to cause any of the Debtors to make an assignment in bankruptcy and nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

35. **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.

36. **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.

37. **THIS COURT ORDERS** that the Applicant and Bank of Hope shall have their costs of this application and related motion, up to and including entry and service of this Order, provided

for by the terms of the Applicant's and Bank of Hope's security or, if not so provided by the Applicant's or Bank of Hope'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.

38. **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.

39. **THIS COURT ORDERS** that the Initial Appointment Order is hereby amended and restated pursuant to this Order and that this Order and all of its provisions are effective as at 12:01am on its date, without the need for entry and filing.

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**SCHEDULE “A”****LIST OF BMO ADDITIONAL DEBTORS**

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.
24. FIGHT NIGHT - UKRAINE MS LTD.
25. AIR VETS AML 1 MS LTD.
26. CRITTER CURIOSITY 1 AB LTD.
27. FIGHT NIGHT 1 MS LTD.
28. ARETE MEDIA LTD.
29. DNR PRODUCTIONS LTD.
30. 2313436 ALBERTA LTD.

## SCHEDULE “B”

### SERENDIPITY BMO 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 BMO Additional Debtor (each a “**BMO 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 BMO Project or any media based thereon and any and all intellectual property rights of Serendipity in a BMO Project;
2. All debts, claims, demands, monies and other rights, securities and choses in action of Serendipity relating to each BMO Project (collectively, the “**BMO 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 BMO 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 BMO Entitlements;
3. All of the loan and security documents (collectively, “**BMO 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 “**BMO Third-party Borrower**”) to Serendipity under or in connection with a loan by Serendipity to a BMO Third-party Borrower (each a “**BMO 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;

4. All sums owed or payable or which become owing or payable after December 8, 2023 to Serendipity in respect of each BMO Production Loan including, without limitation, pursuant to any of the BMO Assigned Third Party Loan Documents; and
5. For clarity, the Property, including as set out in this Schedule B, shall not include any collateral, assets, undertakings, or properties of Serendipity that are subject to an exclusive security interest in favour of an Additional Lender or the Bank of Hope.

**SCHEDULE “C”****LIST OF BOH ENTITIES**

1. Trivium Media Ltd.
2. Art of Forensics TML 1 MS Ltd.
3. Breaking Down Barriers 1 OS Ltd.
4. Comfort Food TML 2 OS Ltd.
5. Flow 1 OS Ltd.
6. Jobs of Tomorrow 3 MS Ltd.
7. Jobs of Tomorrow 4 MS Ltd.
8. Secrets of Seafood 2 MS Ltd.
9. Secrets of Seafood 3 MS Ltd.
10. Secrets of Seafood 4 MS Ltd.
11. That Fishing Show 2 MS Ltd.
12. The Beautiful Game 1 OS Ltd.
13. Transformative CEOs 7 MS Ltd.
14. Transformative CEOs 8 MS Ltd.
15. Transformative CEOs 9 MS Ltd.
16. Uncommon Beauty 2 MS Ltd.

## SCHEDULE “D”

### SERENDIPITY BOH 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 BOH Debtor (each a “**BOH 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 BOH Project or any media based thereon and any and all intellectual property rights of Serendipity in a BOH Project;
2. All debts, claims, demands, monies and other rights, securities and choses in action of Serendipity relating to each BOH Project (collectively, the “**BOH 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 BOH 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 BOH Entitlements;
3. For clarity, the Property, including as set out in this Schedule D, shall not include any collateral, assets, undertakings, or properties of Serendipity that are subject to an exclusive security interest in favour of an Additional Lender or the Bank of Montreal.



**SCHEDULE “E”****BMO COLLATERAL - RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the “Receiver”) of the assets, undertakings and properties of the Debtors (as defined in the Order) acquired for, or used in relation to a business carried on by the Debtors, including the BMO Collateral (as defined in the Order) and all proceeds thereof appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated the 3<sup>rd</sup> day of January 2024, as further amended and restated pursuant to an Order dated as of July 31, 2024 (collectively, the “Order”) made in an Application having Court file number CV-23-00712124-00CL, 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 BMO Collateral, 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 BMO Collateral 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\_.

Deloitte Restructuring Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

## SCHEDULE “F”

### BOH COLLATERAL - RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the “Receiver”) of the assets, undertakings and properties of the Debtors (as defined in the Order) acquired for, or used in relation to a business carried on by the Debtors, including the BOH Collateral (as defined in the Order) and all proceeds thereof appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated the 3<sup>rd</sup> day of January 2024, as further amended and restated pursuant to an Order dated as of July 31, 2024 (collectively, the “Order”) made in an Application having Court file number CV-23-00712124-00CL, 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 BOH Collateral, 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 BOH Collateral 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\_.

Deloitte Restructuring Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

## SCHEDULE “G”

### GENERAL OPERATION EXPENSES - RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

8. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the “Receiver”) of the assets, undertakings and properties of the Debtors (as defined in the Order) acquired for, or used in relation to a business carried on by the Debtors, including the Property (as defined in the Order) and all proceeds thereof appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated the 3<sup>rd</sup> day of January 2024, as further amended and restated pursuant to an Order dated as of July 31, 2024 (collectively, the “Order”) made in an Application having Court file number CV-23-00712124-00CL, 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.

9. 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.

1. 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.

2. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

3. 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.

4. The charge securing this certificate shall operate so as to permit the Receiver to deal with the BMO Collateral as authorized by the Order and as authorized by any further or other order of the Court.

5. 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\_.

Deloitte Restructuring Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

**BANK OF MONTREAL**  
Applicant

-and-

**SERENDIPITY MEDIA LTD., et al.**  
Respondent

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

PROCEEDING COMMENCED AT TORONTO

**AMENDED AND RESTATED APPOINTMENT ORDER**  
(Amending and Restating Initial Order dated January 3, 2024)

**DENTONS CANADA LLP**  
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*Lawyers for Bank of Hope*

<b>BANK OF MONTREAL Applicant</b>	and	<b>SERENDIPITY MEDIA LTD., et al. Respondents</b>
		<b>ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST</b>
		PROCEEDING COMMENCED AT TORONTO
		<b>MOTION RECORD OF THE MOVING PARTY, BANK OF HOPE</b>
		<b>DENTONS CANADA LLP</b> 250 Howe Street, 20th Floor Vancouver, B.C. V6C 3R8 <b>Jordan Schultz</b> (LSBC # 508066) Tel: 1-604-691-6452 <a href="mailto:jordan.schultz@dentons.com">jordan.schultz@dentons.com</a> <b>Valerie Cross</b> (LSBC # 511475) Tel: 1-604-648-6541 <a href="mailto:valerie.cross@dentons.com">valerie.cross@dentons.com</a> <i>Lawyers for Bank of Hope</i>