

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

BACK 40 PICTURES INC.

Respondent

**MOTION RECORD
(returnable June 14, 2022)**

Date: June 3, 2022

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
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Lawyers for the Receiver

TO: ATTACHED SERVICE LIST

Court File No. CV-20-00642755-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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**MOTION RECORD
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TAB 1
Notice of Motion

Court File No. CV-20-00642755-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

BACK 40 PICTURES INC.

Respondent

**NOTICE OF MOTION
(returnable June 14, 2022)**

Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of certain of the assets, undertakings and properties of Back 40 Pictures Inc. (the “**Debtor**”) acquired for, or used in relation to businesses carried on by the Debtor, will make a motion to a Judge of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on the 14th day of June, 2022 at 10:00 AM, or as soon after that time as the motion can be heard, via Zoom coordinates provided by the Court.

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

- in writing under subrule 37.12.1 (1);
- in writing as an opposed motion under subrule 37.12.1 (4);
- in person;
- By telephone conference;

By video conference.

THE MOTION IS FOR an Order, including, among other things:

- (a) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;
- (b) approving the Second Report of the Receiver dated June 3, 2022 (the “**Second Report**”) and the activities of the Receiver described therein;
- (c) approving the fees and disbursements of the Receiver and its counsel as described in the Second Report, including an accrual for fees and disbursements to be incurred to the completion of this receivership proceeding (the “**Accrual**”);
- (d) authorizing the Receiver’s proposed course of action with respect to a proposed adjustment of GST/HST tax returns to finalize the quantum of certain film tax credits claimed by the Debtor;
- (e) approving the Receiver’s statement of receipts and disbursements, for the period from July 9, 2020 to May 30, 2022 (the “**R&D**”);
- (f) authorizing the distribution of the balance of funds on hand in the Receivership Accounts to the Royal Bank of Canada to the extent of its claim (“**RBC**” and the “**RBC Distribution**”, respectively) after payment of the approved fees and disbursements of the Receiver inclusive of the Accrual;
- (g) effective upon the filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, discharging Deloitte as Receiver and releasing Deloitte from any and all liability that Deloitte has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as Receiver;
- (h) such further and other relief as counsel may advise and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:

- (a) pursuant to the Order of the Honourable Mr. Justice McEwen made July 9, 2020 (the “**Receivership Order**”), Deloitte was appointed as Receiver;
- (b) pursuant to the Order of the Honourable Mr. Justice Pattillo made April 15, 2021 (the “**Borrowing Increase Order**”), the Receiver’s Borrowing Charge (as defined in the Receivership Order) was increased from \$100,000 to \$200,000, among other ancillary relief granted;
- (c) based on prior reports by the Receiver, stakeholders were awaiting a review by Canada Revenue Agency (“**CRA**”) of certain video and Refund claims (the “**Tax Credits**”) in respect of the film production known as Rabid (the “**Production**”);
- (d) pursuant to the Order of the Honourable Justice Madam Conway dated March 1, 2022 (the “**Expansion Order**”) made upon application by RBC, the Receivership Order was amended to add the following powers: (a) to complete and file outstanding HST returns on behalf of the Debtor for all periods prior to May 31, 2022; (b) to direct CRA, on behalf of the Debtor, to deliver any and all tax credit refund cheques to the Receiver; and (c) to deposit any tax credit or refund cheques in respect of the Debtor into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”), which were to be held in accordance with the terms of the Expansion Order by the Receiver;
- (e) the Receiver has filed with the Court its Second Report which outlines that, *inter alia*:
 - (i) the Receiver has worked to complete the Debtor’s applications for the Tax Credits with CRA (“**Applications**”);
 - (ii) on or about February 2, 2022, CRA issued a notice of assessment (the “**NOA**”) in respect of the Applications in the amount of \$1,615,328.37 (the “**Refund**”), composed of the \$1,613,736.00 claimed in the

Applications and \$1,592.37 in refund interest, which is being held pending the completion of a GST/HST audit;

- (iii) on or about May 19, 2022 the Receiver received a letter from CRA enclosing a schedule of proposed adjustments to the GST/HST returns (the “**Proposal**”);
 - (iv) on or about May 26, 2022, the Receiver sent a letter to CRA in response to the Proposal (the “**Proposal Response**”) and awaits the response from CRA to determine whether the Refund is to be reduced due to increased HST liability
 - (v) the Receiver will be canvassing with RBC the cost of taking future actions against the benefit of challenging the position and will not be taking further steps to challenge the HST assessment, regardless of whether or not such assessment incorporates the Receiver’s proposed changes, unless instructed to do so by RBC (collectively, the “**Course of Action on the CRA Proposal**”); and
 - (vi) the quantum of the accrued fees and expenses of the Receiver and its counsel, which total \$61,678.47, which fees and expenses require the approval of this Court pursuant to the Receivership Order and which are secured by the Receiver’s Borrowing Charge (as defined in the Receivership Order and as amended by the Borrowing Increase Order);
- (f) the Court-ordered Receiver’s Borrowing Charge as granted in the Receivership Order and as amended by the Borrowing Increase Order ranks in priority as a second charge on the Property (as defined in the Receivership Order) to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise after the Receiver’s Charge;
- (g) the amount owing under the Receiver’s Borrowing Charge is \$169,178.89;

- (h) the Second Report further outlines all substantive actions of the Receiver since the Receiver's previous reporting to the Court;
- (i) the Receiver's actions and activities, as further described in the Second Report, are lawful and proper, and consistent with its powers and duties under the Receivership Order;
- (j) the Receiver will have substantially completed its mandate upon resolution and collection of the proceeds of the Refund;
- (k) the Receiver seeks this Honourable Court's approval of a distribution to RBC of any funds remaining in the estate after payment of the fees and disbursements of the Receiver and those of its counsel, including amounts owing to BTS for services rendered to the Receiver, in an amount not to exceed \$2,300,824. According to details provided by RBC to the Receiver on or about May 30, 2022, the balance owing to RBC is \$2,300,824.93 through to May 27, 2022 with interests and costs continuing to accrue on this amount. The Receiver estimates that funds available for distribution to RBC after collection of the Refund and payment of the Receiver's fees and disbursements, and those of its counsel, to be approximately \$1.6 million;
- (l) the Receiver has received an independent security opinion from its counsel in respect of RBC and subject to the usual qualifications, assumptions and disclaimers expected with such an opinion, the opinion confirms the validity and enforceability of the registrations filed by RBC pursuant to the secured indebtedness owing to RBC;
- (m) Subject only to the Receiver's Charge and the Receiver's Borrowing Charge (each as defined in the Appointment Order) RBC has registered ahead of all other creditors under the Personal Property Security Act over all collateral classifications or has priority pursuant to contractual arrangements;

- (n) Despite request, no secured creditor of the Debtor has raised any basis to claim priority over RBC in the proceeds of the Refund;
- (o) The Receiver will have substantially completed its mandate upon the making of the RBC Distribution and is therefore seeking its discharge;
- (p) RBC consents to the RBC Distribution;

GENERALLY

- (q) the circumstances that exist make the Order sought by the Receiver appropriate;
- (r) the terms of the Receivership Order, the Expansion Order and the Borrowing Increase Order;
- (s) the reasons set out in the Second Report;
- (t) Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and any other provision of the BIA;
- (u) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (v) the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, including rules 1.04, 2.03, 3.02, 16 and 37; and
- (w) such further and other grounds as counsel may advise and this Court may permit.

2. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (a) the Second Report; and
- (b) such further and other material as counsel may submit and this Court may permit.

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Date: June 3, 2022

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Lawyers for the Receiver

TO: ATTACHED SERVICE LIST

ROYAL BANK OF CANADA- and - **BACK 40 PICTURES INC.**

Applicant

Respondent

Court File No. CV-20-00642755-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

NOTICE OF MOTION

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Lawyers for the Receiver

TAB A
Draft Order

Court File No. CV-20-00642755-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	TUESDAY, THE 14TH
)	
JUSTICE)	DAY OF JUNE, 2022

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

BACK 40 PICTURES INC.

Respondent

DISCHARGE ORDER

THIS MOTION, made by Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) without security, of certain of the assets, undertakings and properties of Back 40 Pictures Inc. (the “**Debtor**”) acquired for, or used in relation to businesses carried on by the Debtor for an order:

1. approving the activities of the Receiver as set out in the report of the Receiver dated June 3, 2022 (the “**Second Report**”);
2. approving the fees and disbursements of the Receiver and its counsel, including an accrual for fees and disbursements to be incurred to the completion of this receivership proceeding (the “**Accrual**”);

3. authorizing the Receiver's proposed course of action with respect to a proposed adjustment of GST/HST tax returns to finalize the quantum of certain film tax credits claimed by the Debtor;
4. approving the Receiver's statement of receipts and disbursements, for the period from July 9, 2020 to May 30, 2022 (the "**R&D**");
5. approving the distribution of the remaining proceeds available in the estate of the Debtor after payment of the fees and disbursements of the Receiver and the Accrual;
6. discharging Deloitte as Receiver of the Debtor effective upon the filing of a certificate by the Receiver certifying that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, in substantially the form attached hereto at Schedule "A" (the "**Discharge Certificate**"); and
7. releasing Deloitte from any and all liability, as set out herein

was heard this day via Zoom videoconference.

ON READING the Second Report (including the appendices thereto, including, without limitation, the affidavits of the Receiver and its counsel as to fees (the "**Fee Affidavits**")), and on hearing the submissions of counsel for the Receiver and such other counsel as was present, no one else appearing although served as evidenced by the Affidavit of Tamie Dolny sworn June 3, 2022, filed;

1. THIS COURT ORDERS that time for service and filing of the Receiver's notice of motion and the Receiver's corresponding motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that the activities of the Receiver, as set out in the Second Report, are hereby approved.
3. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, as set out in the Report and the Fee Affidavits, are hereby approved.
4. THIS COURT ORDERS that the Accrual, as described within the Second Report, be and is hereby approved.

5. THIS COURT ORDERS that the Receiver is authorized and directed to proceed with the Course of Action on the CRA Proposal as defined and set out in the Second Report.
6. THIS COURT ORDERS that the Receiver's statement of receipts and disbursements, for the period from July 9, 2020 to May 30, 2022 (the "R&D") be and is hereby approved;
7. THIS COURT ORDERS that, after payment of the fees and disbursements of the Receiver, inclusive of the Accrual, and the Receiver's Borrowing Charge, the Receiver be and is hereby authorized and directed to distribute the remaining funds in the Post Receivership Accounts to Royal Bank of Canada ("RBC") up to the amount of its secured claim against the Debtor.
8. THIS COURT ORDERS that upon payment of the amounts set out in paragraph 7 hereof and upon the Receiver filing a certificate certifying that it has completed the other activities described in the Second Report, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Receiver.
9. THIS COURT ORDERS AND DECLARES that Deloitte is hereby released and discharged from any and all liability that Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.
10. 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.

11. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry and filing.

SCHEDULE “A”

Court File No. CV-20-00642755-00CL

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

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

BACK 40 PICTURES INC.

Respondent

RECEIVER’S DISCHARGE CERTIFICATE**RECITALS**

(A) Pursuant to an Order of The Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made July 9, 2020, Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”), without security, certain of the assets, undertakings and properties of Back 40 Pictures Inc. (the “**Debtor**”) acquired for, or used in relation to businesses carried on by the Debtor.

(B) Pursuant to an Order of the Court made June 14, 2022 (the “**Discharge Order**”), Deloitte was discharged as the Receiver of all of the assets, undertakings and properties of the Debtor to be effective upon the filing by the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge: (a) the Receiver will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Deloitte, in its capacity as the Receiver.

(C) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver; and

2. this Certificate was filed by the Receiver with the Court on the ____ day of _____, 2022.

DELOITTE RESTRUCTURING INC., solely in its capacity as the Court-appointed receiver and manager of certain of the assets, undertakings and properties of Back 40 Pictures Inc., and not in its corporate, personal or any other capacity

Per:

Name:

Title:

ROYAL BANK OF CANADA

- and -

BACK 40 PICTURES INC.

Applicant

Respondent

Court File No. CV-20-00642755-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at Toronto**

RECEIVER'S DISCHARGE CERTIFICATE

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ORDER

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Lawyers for the Receiver

TAB 2
Second Report of Receiver

Court File No.: CV-20-00642755-00CL

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

BACK 40 PICTURES INC.

Respondent

SECOND REPORT OF DELOITTE RESTRUCTURING INC.

IN ITS CAPACITY AS RECEIVER OF

BACK 40 PICTURES INC.

DATED JUNE 3, 2022

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APPENDIX “A”	Appointment Order dated July 9, 2020
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APPENDIX “C”	First Amending Order dated April 15, 2021
APPENDIX “D”	Second Amending Order dated March 1, 2022
APPENDIX “E”	Corporation Profile Report dated May 31, 2022
APPENDIX “F”	Notice of Assessment dated February 2, 2022
APPENDIX “G”	Proposal dated May 19, 2022
APPENDIX “H”	Proposal Response dated May 26, 2022
APPENDIX “I”	Telefilm Agreement dated May 2, 2018 and amended August 17, 2018
APPENDIX “J”	Intercreditor Agreement dated August 13, 2018
APPENDIX “K”	Aird email to ACTRA dated May 24, 2022
APPENDIX “L”	PPSA Report dated May 31, 2022
APPENDIX “M”	Interim Statement of Receipts and Disbursements dated May 30, 2022
APPENDIX “N”	Affidavit of Richard Williams sworn June 2, 2022
APPENDIX “O”	Affidavit of Tamie Dolny sworn June 2, 2022

INTRODUCTION AND PURPOSE OF THIS REPORT

1. On July 9, 2020 (the “**Date of Appointment**”), Royal Bank of Canada (“**RBC**”) made an application (the “**Application**”) to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver of the books and records (the “**Records**”) used in relation to the business carried on by Back 40 Pictures Inc. (“**Back 40**” or the “**Company**”), including but not limited to, the film production known as Rabid (the “**Production**”) and ascertaining all amounts owing to the Company by Canada Revenue Agency (“**CRA**”) and other governmental authorities (collectively, the “**Property**”).
2. Pursuant to the order of the Honourable Justice McEwen dated July 9, 2020 (the “**Appointment Order**”), Deloitte was appointed as receiver (in such capacity, the “**Receiver**”) of the Records. A copy of the Appointment Order is attached hereto as **Appendix “A”**.
3. On April 15, 2021, the Receiver made a motion for an order, *inter alia*, approving the Receiver’s activities since the Date of Appointment, approving the fees and disbursements of the Receiver and its counsel, and amending the Appointment Order to increase the Receiver’s borrowing powers. The Receiver filed its first report dated March 31, 2021 (the “**First Report**”) in connection with the Receiver’s motion. A copy of the First Report, without appendices, is attached hereto as **Appendix “B”**. The First Report contains an overview of the film tax credit application process and a discussion of the Receiver’s activities between the Date of Appointment and the date of the First Report.

4. Pursuant to the order of the Honourable Justice Pattillo dated April 15, 2021 (the “**First Amending Order**”), the relief sought by the Receiver was granted. A copy of the First Amending Order is attached hereto as **Appendix “C”**.
5. On March 1, 2022, RBC made an application for an order amending the Appointment Order to add the following powers of the Receiver:
 - a) to complete and file outstanding Harmonized Sales Tax (“**HST**”) returns on behalf of the Company for all periods prior to May 31, 2022;
 - b) to direct Canada Revenue Agency, on behalf of the Company, to deliver any and all tax credit refund cheques to the Receiver; and
 - c) to deposit any tax credit or refund cheques in respect of the Company into the Post Receivership Accounts, as defined in the Second Amending Order (itself defined below).
6. Pursuant to the Order of the Honourable Justice Conway dated March 1, 2022 (the “**Second Amending Order**”), the relief sought by RBC was granted. A copy of the Second Amending Order is attached hereto as **Appendix “D”**.
7. The purpose of this second report of the Receiver (the “**Second Report**”) is to provide information to the Court with respect to the Receiver’s motion for orders substantially in the form attached to the motion record seeking:
 - a) Approval of the activities of the Receiver since the date of the First Report, as outlined in the Second Report;

- b) Approval of the Receiver's proposed course of action with respect to a proposed adjustment of HST tax returns to finalize the quantum of the film tax credit refund claimed by the Company;
- c) Approval of a distribution of funds on hand to RBC, after payment of professional fees and other costs as contemplated herein;
- d) Approval of the fees and disbursements of the Receiver and its legal counsel, including an accrual of fees to discharge; and
- e) The discharge of Deloitte Restructuring Inc. as receiver of Back 40 Pictures Inc.

TERMS OF REFERENCE

8. In preparing this Second Report, Deloitte has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the Company's books and records, discussions with the Company's management, shareholders and employees, and information from third-party sources (collectively, the "**Information**"). Except as otherwise described in this Second Report:
- a) Deloitte has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.

- b) Deloitte has filed this Second Report solely for the purpose of providing information to this Court. Parties using the Second Report other than for the purposes outlined herein are cautioned it may not be appropriate for their purposes.
9. Unless otherwise stated, all dollar amounts contained in this Second Report are expressed in Canadian Dollars.
10. Due to restrictions imposed as a result of the COVID-19 pandemic, the Receiver has been unable to perform usual procedures to verify or test information provided by the Company.

BACKGROUND

11. Back 40 was incorporated on February 22, 2016 under the *Ontario Business Corporations Act*. Back 40 is a single-purpose entity incorporated to produce and exploit the Production. The shareholders of Back 40 are Rabid Road Productions Inc. (49.5% ownership) and Somerville House Films 2018 Ltd. (50.5% ownership).
12. A corporation profile report for the Company is attached hereto as **Appendix “E”**. According to the attached reports, the directors and officers of the Company are Mary Ellen Nicholson (“**Nicholson**”) John Vidette (“**Vidette**”), Paul Allan Lalonde (“**Lalonde**”) and Michael Walker (“**Walker**” and, together with Vidette and Lalonde, the “**Producers**”).
13. Prior to its appointment as Receiver, Deloitte was engaged by RBC to conduct a review of film and video tax credits (the “**Tax Credits**”) in respect of the Production. Deloitte was advised by RBC that the Company’s applications (the “**Applications**”) for the Tax Credits had not been completed due to a shareholder dispute and a shortage of funds to pay tax credit consultants that had been engaged to finalize the Applications.

ACTIVITIES OF THE RECEIVER

14. Since the date of the First Report, the Receiver has taken the following steps:
- a) Worked with Behind the Scenes Services Inc. (“**BTS**”) to complete the Applications, as described in greater detail below. BTS is a tax credit consultant engaged by the Receiver to assist in completing the Applications;
 - b) Worked with Kay & Warburton Chartered Professional Accountants (“**KWCA**”) to prepare financial statements and tax returns, as described in greater detail below;
 - c) Reviewed and analyzed financial and operational information provided by the Company;
 - d) Corresponded with the Company’s creditors and suppliers in respect of unpaid amounts and to obtain information required for the Applications and for this Second Report;
 - e) Corresponded with the Canadian Audio-Visual Certification Office (“**CAVCO**”) and Ontario Creates (“**OC**”), the entities responsible for issuing federal and provincial certificates of eligibility for the Tax Credits;
 - f) Corresponded with CRA in respect of an audit of the Company’s HST returns, as discussed in greater detail below;
 - g) Submitted additional documentation necessary to satisfy the requirements of a production agreement between the Company and Telefilm Canada (“**Telefilm**”) in order to secure the release of a final financing tranche by Telefilm in the approximate amount of \$210,000; and

- h) Approved the issuance of financial statements and tax returns necessary to finalize the Applications.

STATUS OF TAX CREDIT APPLICATIONS

15. Prior to the Receiver's appointment, the Records were held by BTS as it had previously been engaged by the Company to assist it in filing the Applications. The Receiver has also corresponded with suppliers and other third parties to obtain additional Records necessary to support the Applications.
16. BTS has submitted all required information for the federal application to CAVCO and has obtained the final, "Part B" certificate, which has been submitted to CRA. This certificate is required in order for CRA to begin its review of the Applications.
17. BTS has submitted all required information for the provincial application to OC and has obtained an interim certificate, which has been submitted to CRA. BTS continues to respond to requests from OC for clarification and additional information in support of the final certificate. The final certificate is expected in the next few weeks, and any delay in obtaining it will not delay the issuance of the tax credit refunds as discussed below.
18. In addition to tax returns for the Company's tax years ending November 30, 2017 through 2019, the Receiver directed KWCA to complete and file tax returns for the Company's tax year ended November 30, 2020.
19. On February 2, 2022 CRA issued a notice of assessment (the "NOA") in respect of the Applications in the amount of \$1,615,328.37 (the "Refund"), composed of the \$1,613,736.00 claimed in the Applications and \$1,592.37 in refund interest. A copy of the NOA is attached hereto as **Appendix "F"**. The Refund is being held by CRA pending the

completion of the HST audit discussed below. The amount of the Refund is agreeable to the Receiver based on the information available to it.

HST AUDIT

20. On March 17, 2021 the Receiver received a letter from CRA advising that the HST returns of the Company had been selected for audit and requesting the delivery of an extensive list of information.
21. Over the following months, the Receiver worked with BTS, KWCA and other parties to first update the financial records of the Company and then to arrange for the delivery of the requested items to CRA.
22. On May 19, 2022 the Receiver received a letter from CRA enclosing a schedule of proposed adjustments to the HST returns (the “**Proposal**”), a copy of which is attached hereto as **Appendix “G”**. The Proposal includes the following adjustments:
 - a) The reversal of input tax credits (“**ITCs**”) on accounts payable outstanding as at the Date of Appointment, resulting in an additional HST obligation of \$46,514.02; and
 - b) The inclusion of unreported income in the amount of \$315,000.00, resulting in an additional HST obligation of \$40,950.00.
23. Amounts owed by the Company to CRA for GST/HST will be set off by CRA against the Refund. On May 26, 2022 the Receiver sent a letter to CRA in response to the Proposal (the “**Proposal Response**”), a copy of which is attached hereto as **Appendix “H”**. The Proposal Response takes issue with the Proposal in the following areas:

- a) With respect to the reversal of ITCs on unpaid accounts payable, the Receiver notes that Back 40 has not ceased operations, and is party to contracts with several distributors that entitle Back 40 to future royalty revenues. The fact that the accounts payable have not yet been settled does not preclude their eventual settlement. As such, the Receiver is of the view that the ITCs should not be reversed.
- b) With respect to the inclusion of unreported revenue, the Receiver notes that the amount of \$105,000 due from Telefilm (the “**Telefilm Amount**”), which is included in the \$315,000 noted above, is unlikely to be received. As discussed in greater detail below, the release of the Telefilm Amount is conditional on, among other things, the delivery of sales and exploitation reports from the Company’s distributors. While the Producers and the Receiver have made efforts to obtain the required reports, these have been unsuccessful. As the income is unlikely to be received, its inclusion should be reversed. The reversal of the Telefilm Amount would reduce the Company’s HST obligation by \$13,650.
24. The only party that would be impacted by an adjustment of the GST/HST liability is RBC, as detailed more fully in this Second Report. The Receiver will review the response from CRA (the “**HST Assessment**”) with RBC and determine whether the cost of taking further actions outweighs any benefit. The Receiver will not take further steps to challenge the HST Assessment, regardless of whether or not such assessment incorporates the Receiver’s proposed changes, unless so directed by RBC (collectively, the “**Course of Action on the CRA Proposal**”). The Receiver has canvassed its proposed course of action with RBC, which supports the Receiver’s proposed course of action.

TELEFILM FUNDING

25. The Company and Telefilm are party to a production agreement dated May 2, 2018 and amended on August 17, 2018 (together, the “**Telefilm Agreement**”). A copy of the Telefilm Agreement is attached hereto as **Appendix “I”**.
26. Pursuant to the Telefilm Agreement, a final drawdown in the amount of \$210,000.00 plus HST is payable on the satisfaction of certain conditions, including among other things:
- a) the delivery of final cost documentation;
 - b) provision of an insurance certificate;
 - c) evidence of delivery of Production materials to the Library and Archives of Canada;
and
 - d) confirmation of acceptance of delivery of materials related to the Production from various distributors and third parties.
27. In January, 2021 Walker requested the Receiver’s assistance in obtaining and submitting information related to the requirements above. The Receiver worked with BTS, Walker and several third parties to arrange for the delivery of most of the required items, with the exception of certain third-party agreements that had not been executed.
28. Following submission of the available items, Telefilm agreed in March, 2021 to release 50% of the final drawdown, or \$105,000 plus HST. This amount was paid directly to RBC by Telefilm on or about April 5, 2021.
29. Following the release of the amount above, Telefilm advised that the balance of the Telefilm Amount would only be released once the Company had complied with its sales

and exploitation reporting requirements. The information required to complete these reports can only be obtained from the Company's third-party distributors. The Receiver and Walker have requested the required reports on multiple occasions, but have yet to receive complete reporting from any of the distributors.

30. On May 26, 2022 Aird & Berlis LLP ("**Aird**") wrote to each of the distributors again requesting delivery of the required reports. Only one of the three distributors had provided additional reports as at the date of this Second Report.

RECEIVER'S BORROWINGS

31. Paragraph 14 of the Appointment Order authorizes the Receiver to borrow funds pursuant to Receiver's Certificates in a principal amount not exceeding \$100,000. Pursuant to the First Amending Order, the Appointment Order was amended to increase the Receiver's borrowing powers to a principal amount not exceeding \$200,000. As at the date of this Second Report, the Receiver has borrowed funds in the principal amount of \$169,178.89 (the "**Receiver's Borrowings**").

SECURED CREDITORS

32. Media Finance Capital Limited ("**MFC**") holds certain security over the Company, including a General Security Agreement dated June 15, 2018 and a Copyright Mortgage dated June 15, 2018 (together, the "**MFC Security**").
33. RBC holds certain security over the Company, including a General Security Agreement dated July 6, 2018, a Film Production Security Agreement dated July 6, 2018, and a Copyright Mortgage dated July 6, 2018 (together, the "**RBC Security**").

34. Film Finances Canada Ltd. (“**FFC**”) holds certain security over the Company, including a Completion Agreement and Copyright and Mortgage Assignment, both dated July 23, 2018 (together, the “**FFC Security**”).
35. RBC, MFC and FFC entered into an intercreditor agreement dated August 13, 2018 (the “**Intercreditor Agreement**”), a copy of which is attached hereto as **Appendix “J”**. Pursuant to the terms of the Intercreditor Agreement, RBC enjoys a first-ranking charge over the Refund, the Telefilm Amount and any amounts payable by the OMDC Film Fund.
36. The Alliance of Canadian Cinema, Television and Radio Artists (“**ACTRA**”) also purports to hold certain security over the Company, including a Security Agreement dated October 29, 2018 (the “**ACTRA Security**”).
37. On May 24, 2022 ACTRA provided the Receiver with a copy of the ACTRA Security and advised that it was not aware of the security interests of RBC, MFC and FFC at the time it had entered into the Security Agreement.
38. After receiving correspondence from ACTRA on May 24, 2022, Aird wrote to ACTRA to request additional information, including the Independent Production Agreement referenced in the ACTRA Security and a breakdown of ACTRA’s claim. Aird also asked that ACTRA set out the legal basis for its purported priority over MFC, RBC and FFC. A copy of Aird’s email is attached hereto as **Appendix “K”**. As at the date of this Second Report, ACTRA has not provided any additional information and has not provided a basis to support ACTRA having a priority claim over any of the other secured creditors.
39. The Receiver obtained the attached report (the “**PPSA Report**”) from the Personal Property Security Act (“**PPSA**”) registration system on May 31, 2022. A copy of the PPSA

Report is attached hereto as **Appendix “L”**. As set out in the PPSA report, each of RBC, MFC and FFC registered their security prior to the registration by ACTRA on November 1, 2018.

40. Aird has provided an opinion as to the RBC Security (the “**Security Opinion**”). According to the RBC Opinion, the RBC Security is valid and enforceable against the Company in accordance with the terms thereof and the security interests provided therein were perfected by registration pursuant to the provisions of the PPSA.
41. Based on information available to the Receiver, including the Intercreditor Agreement, the Security Opinion and the PPSA Report, RBC holds a properly perfected security interest in the Refund in priority to MFC, FFC and ACTRA. On May 30, 2022 RBC provided details of the amounts due by the Company to RBC, being the total amount of \$2,300,824.93 through May 27, 2022. The Receiver is satisfied that, at a minimum, the sum of \$2,300,824.93 is owed to RBC by the Company, that RBC is a secured creditor of the Company for that amount, and that RBC enjoys priority over other secured creditors in respect of that amount.
42. The Receiver seeks the Court’s approval of a distribution to RBC of any funds remaining in the estate after payment of the fees and disbursements of the Receiver and those of its counsel, including amounts owing to BTS for services rendered to the Receiver, in an amount not to exceed \$2,300,824.93.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

43. Attached as **Appendix “M”** is an interim Statement of Receipts and Disbursements (“**SRD**”) for the period July 9, 2020 to May 30, 2022. As at May 30, 2022 the Receiver had realized receipts of \$169,179.42 and had made disbursements of \$157,878.89.
44. The Receiver estimates funds available for distribution to RBC after collection of the Refund and payment of the Receiver’s fees and disbursements, and those of its counsel, to be approximately \$1.6 million.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

45. The Appointment Order provides in paragraph 12 that the Receiver and its legal counsel shall pass their accounts from time to time. The Receiver and its independent legal counsel, Aird, have each prepared regular accounts, including detailed time records of the amount of time spent.
46. Professional fees and disbursements charged by Deloitte in its capacity as Receiver total \$45,110.18 (exclusive of HST) for the period from January 30, 2021 to March 31, 2022 and accruals thereof in the amount of \$20,000, exclusive of HST and disbursements (the “**Receiver’s Fees**”), as referenced in the affidavit of Richard Williams sworn June 2nd, 2022, which is attached hereto as **Appendix “N”**.
47. Professional fees and disbursements of Aird in relation to the administration of the receivership total \$16,568.29 (inclusive of HST and disbursements) for the period February 1, 2021 to June 2, 2022 and accruals thereof in the amount of \$12,500, exclusive of HST and disbursements (the “**Aird Fees**”), as set out in the affidavit of Tamie Dolny sworn June 2, 2022, which is attached hereto as **Appendix “O”**.

48. The Receiver has reviewed the accounts of Aird and finds the work performed and charges to be appropriate and reasonable. The Receiver is of the view that all of the time spent by each of Deloitte and Aird was necessary, reasonable and appropriate.
49. Invoices representing substantially all of the fees of the Receiver and Aird have been provided to RBC. As of the date of this Second Report, RBC has not raised any concerns with respect to the invoices provided to RBC.
50. The Receiver is of the view that the quantum of fees and the billing rates charged by each of Deloitte and Aird are reasonable, given the complexity of the matters in the receivership.
51. The Receiver is seeking this Court's approval of the Receiver's Fees and the Aird Fees.

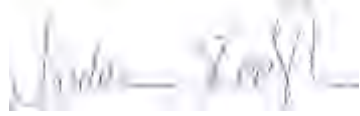
RECEIVER'S RECOMMENDATION TO THE COURT

52. The Receiver therefore recommends that the Court:
 - a) approve the Receiver's actions and activities as set out and described in this Second Report;
 - b) approve the Receiver's Interim Statement of Receipts and Disbursements;
 - c) approve a distribution to RBC of all funds remaining in the estate after payment of the fees and disbursements of the Receiver, including amounts owing to BTS for services provided to the Receiver, in an amount not to exceed \$2,300,824.93;
 - d) approve the Receiver's Fees and the Aird Fees as set out and described in the fee affidavits of Richard Williams and Tamie Dolny; and
 - e) approve the discharge of the Receiver upon the filing of a certificate as set out in the notice of motion.

All of which is respectfully submitted at Toronto, Ontario this 3rd day of June, 2022.

DELOITTE RESTRUCTURING INC.,
Solely in its capacity as Court-Appointed
Receiver of the Books and Records of
Back 40 Pictures Inc., and without
personal or corporate liability

Per:



Jorden Sleeth, CPA, CA, CIRP, LIT
Senior Vice-President

Per:



Richard Williams, CPA, CIRP, LIT
Senior Vice-President

APPENDIX A

To the Second Report of the Receiver

Court File No. CV-20-00642755-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.
JUSTICE MCEWEN

THURSDAY, THE 9TH
DAY OF JULY, 2020

ROYAL BANK OF CANADA

Applicant

and

BACK 40 PICTURES INC.

Respondent

ORDER

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 (in such capacity, the “Receiver”) without security, of certain of the assets, undertakings and properties of Back 40 Pictures Inc. (the “Debtor”) acquired for, or used in relation to businesses carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application and the Affidavit of Ivan Bogdanovich, sworn May 28, 2020 and the Exhibits thereto and, on reading the emails of the Directors of Back 40 consenting to the Application, and on reading Deloitte’s consent to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all of the books and records of the Debtor used in relation to businesses carried on by the Debtor (the "Records"), including but not limited to the film production known as Rabid (the "Production") and ascertaining all amounts owing to the Debtor by Canada Revenue Agency and other governmental authorities (collectively the "Property") and facilitating the filing of any necessary tax credit applications.

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the purposes set out above 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 Records;
- (b) to receive, preserve, and protect the Records, or any part or parts thereof, including, but not limited to, relocating of Records to safeguard it;
- (c) 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;
- (d) 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

Records and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (e) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, 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 Records in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5. 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.

NO PROCEEDINGS AGAINST THE RECEIVER

6. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

7. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Records and proceeds thereof (collectively, "the Property") shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

8. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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.

EMPLOYEES

9. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor. 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.

LIMITATION ON THE RECEIVER'S LIABILITY

10. 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

11. 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.

12. 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.

13. 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

14. 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 \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

15. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

16. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

17. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

18. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to

Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 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 www.insolvencies.deloitte.ca'.

19. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

20. 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.

21. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

22. 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.

23. 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.

24. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

25. 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.

A handwritten signature in black ink, appearing to read 'McE T.', is written above a horizontal line.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "Receiver") of of all of the books and records of Back 40 Pictures Inc. (the "Debtor") used in relation to businesses carried on by the Debtor (the "Records"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

DELOITTE RESTRUCTURING INC., solely in
its capacity
as Receiver of the Records, and not in its
personal capacity

Per: _____

Name:

Title:

40216687.2

ROYAL BANK OF CANADA
Applicant and

BACK 40 PICTURES INC.
Respondent

Court File No. CV-20-00642755-00CL

9 July 20

The Order shall go on an unopposed basis as per the draft filed and signed, on an unopposed basis. The Order involves a limited purpose receivership and the provisions are fair and reasonable.

McE T.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

IN THE MATTER OF AN APPLICATION UNDER
SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c.B-3, AS AMENDED,
AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O 1990, c.C43,
AS AMENDED

Proceeding commenced at
TORONTO

ORDER

DEVRY SMITH FRANK LLP
Lawyers & Mediators
95 Barber Greene Road, Suite 100
Toronto, Ontario M3C 3E9

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Lawyers for the Applicant

APPENDIX B

To the Second Report of the Receiver

Court File No.: CV-20-00642755-00CL

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

BACK 40 PICTURES INC.

Respondent

FIRST REPORT OF DELOITTE RESTRUCTURING INC.

IN ITS CAPACITY AS RECEIVER OF

BACK 40 PICTURES INC.

DATED MARCH 31, 2021

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APPENDICES

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APPENDIX “B”	Corporation Profile Report
APPENDIX “C”	Statement of Receipts and Disbursements
APPENDIX “D”	Affidavit of Richard Williams
APPENDIX “E”	Affidavit of Nathan Gates

INTRODUCTION AND PURPOSE OF THIS REPORT

1. On July 9, 2020 (the “**Date of Appointment**”), Royal Bank of Canada (“**RBC**”) made an application (the “**Application**”) to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver of the books and records (the “**Records**”) used in relation to the business carried on by Back 40 Pictures Inc. (“**Back 40**” or the “**Company**”), including but not limited to the film production known as Rabid (the “**Production**”) and ascertaining all amounts owing to the Company by Canada Revenue Agency (“**CRA**”) and other governmental authorities (collectively, the “**Property**”).
2. Pursuant to the order of the Honourable Justice McEwen dated July 9, 2020 (the “**Appointment Order**”), Deloitte was appointed as receiver (in such capacity, the “**Receiver**”) of the Records. A copy of the Appointment Order is attached hereto as **Appendix “A”**.
3. The purpose of this first report of the Receiver (the “**First Report**”) is to provide information to the Court with respect to the Receiver’s application for an order:
 - a) Approving the activities of the Receiver since the Date of Appointment as outlined in this First Report;
 - b) Amending paragraph 14 of the Appointment Order to increase the Receiver’s borrowing limit from \$100,000 to \$200,000; and
 - c) Approving the fees and disbursements of the Receiver and its legal counsel.

TERMS OF REFERENCE

4. In preparing this First Report, Deloitte has been provided with, and has relied upon, unaudited, draft and / or internal financial information, the Company's books and records, discussions with the Company's management, shareholders and employees, and information from third-party sources (collectively, the "**Information**"). Except as otherwise described in this First Report:
 - a) Deloitte has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.
 - b) Deloitte has filed this First Report solely for the purpose of providing information to this Court. Parties using the First Report other than for the purposes outlined herein are cautioned it may not be appropriate for their purposes.
5. Unless otherwise stated, all dollar amounts contained in this First Report are expressed in Canadian Dollars.
6. Due to restrictions imposed as a result of the COVID-19 pandemic, the Receiver has been unable to perform usual procedures to verify or test information provided by the Company.

BACKGROUND

7. Back 40 was incorporated on February 22, 2016 under the *Ontario Business Corporations Act*. Back 40 is a single-purpose entity incorporated to produce and exploit the Production. The shareholders of Back 40 are Rabid Road Productions Inc. (49.5%) and Somerville House Films 2018 Ltd. (50.5%).
8. A corporation profile report for the Company is attached hereto as **Appendix “B”**. According to the attached reports, the directors and officers of the Company are John Vidette (“**Vidette**”), Paul Allan Lalonde (“**Lalonde**”) and Michael Walker (“**Walker**” and, together with Vidette and Lalonde, the “**Producers**”).
9. Prior to its appointment as Receiver, Deloitte was engaged by RBC to conduct a review of film and video tax credits (the “**Tax Credits**”) in respect of the Production. Deloitte was advised by RBC that the Company’s applications (the “**Applications**”) for the Tax Credits had not been completed due to a shareholder dispute and a shortage of funds to pay tax credit consultants that had been engaged to finalize the Applications.

ACTIVITIES OF THE RECEIVER

10. Since the issuance of the Receivership Order, the Receiver has taken the following steps:
 - a) Engaged Behind the Scenes Services Inc. (“**BTS**”) to complete the Applications, as described in greater detail below;
 - b) Engaged Kay & Warburton Chartered Professional Accountants (“**KWCA**”) to prepare financial statements and tax returns, as described in greater detail below;
 - c) Engaged Aird & Berlis LLP (“**Aird Berlis**”) as the Receiver’s legal counsel;

- d) Issued statutory notices to creditors as required by the *Bankruptcy and Insolvency Act*;
- e) Reviewed and analyzed financial and operational information provided by the Company;
- f) Corresponded with the Company's creditors and suppliers in respect of unpaid amounts and to obtain information required for the Applications;
- g) Corresponded with the Canadian Audio-Visual Certification Office ("CAVCO") and Ontario Creates ("OC"), which are responsible for issuing federal and provincial certificates of eligibility for the Tax Credits;
- h) Corresponded with CRA in respect of an audit of the Company's GST/HST returns;
- i) Submitted additional documentation necessary to satisfy the requirements of a production agreement between the Company and Telefilm Canada ("Telefilm") in order to secure the release of a final financing tranche by Telefilm in the approximate amount of \$210,000; and
- j) Approved the issuance of cost reports, financial statements and tax returns necessary to finalize the Applications.

OVERVIEW OF THE FILM TAX CREDIT PROCESS

11. Film and television tax credit programs are made available at both the provincial and federal levels for expenses incurred by production companies in creating productions. Eligibility for the tax credits requires a review of both expenses and certain eligibility criteria of the production by a provincial or federal body. Applications for Ontario tax

credits are administered by OC. Federally, film and video tax credits are administered by CAVCO.

12. Both OC and CAVCO will issue interim certificates of eligibility for productions to claim applicable tax credits in respect of expenses incurred in a given year. Tax refunds paid in respect of interim certificates are subject to a claw-back in the event a final certificate is not issued by the applicable review body.
13. Tax credit applications are submitted by production companies as part of a corporate income tax return. On receipt of the return and the required eligibility certificates, CRA conducts a review or audit of the application, during which it may request additional information from the production company. As part of an audit process, CRA may issue a proposal letter setting out its position and providing a certain amount of time for the production company to submit additional information. Once this period has expired, CRA will issue a notice of assessment.
14. If the production company disagrees with the assessment issued by CRA, it may file a notice of objection with the Chief of Appeals. Following an additional review, a decision is made by an appeals officer. In the event the production company still wishes to dispute the decision, application must be made to the Tax Court of Canada.

STATUS OF TAX CREDIT APPLICATIONS

15. Prior to the Receiver's appointment, the Records were held by BTS as it had previously been engaged by the Company to assist it in filing the Applications. The Receiver has also corresponded with suppliers and other third parties to obtain additional Records necessary to support the Applications.

16. BTS has submitted all required information for the federal application to CAVCO and has obtained an interim, or “Part A”, certificate. An application for the final, or “Part “B” certificate has been submitted and is pending assignment to a CAVCO analyst for review. The Receiver is unable to provide an estimated timeline for the completion of the “Part B” review process, as CAVCO’s processing timelines have reportedly been extended due to the COVID-19 pandemic.
17. BTS has applied to OC for an interim certificate, also known as a “Certificate of Eligibility.” That application is presently under review by OC. BTS in concert with the Receiver and the Producers has provided additional information in response to questions raised by OC. As with CAVCO, processing timelines at OC have increased as a result of the COVID-19 pandemic. As such, the Receiver is unable to provide an estimate for the receipt of the interim or final certificates from OC.
18. KWCA has filed tax returns, along with the required certificates, for the Company’s tax years ending November 30, 2017, 2018 and 2019. This represents the period in which substantially all of the production costs were incurred. As it appears that a review of the Applications by salient authorities will not be finalized before May 31, 2021, the Receiver has also engaged KWCA to prepare and file tax returns for the 2020 tax year. CRA will not issue a tax credit refund if the Company is non-compliant with income tax or GST/HST filing requirements.
19. The Receiver anticipates that CRA will begin its review of the tax returns filed on receipt of the Certificate of Eligibility. The Receiver will cause the Certificate of Eligibility to be filed once it is issued. Again, the Receiver is unable to provide an estimate as to the timelines of CRA’s review.

RECEIVER'S BORROWINGS

20. Paragraph 14 of the Appointment Order authorizes the Receiver to borrow funds pursuant to Receiver's Certificates in a principal amount not exceeding \$100,000. As at the date of this First Report, the Receiver has borrowed funds in the principal amount of \$91,267.54.
21. The Receiver has determined that the following further steps must be completed in order to finalize the Applications:
 - a) Responding to any additional questions from OC in order to secure the Certificate of Eligibility;
 - b) Submitting an application to OC to secure the final certificate once the Certificate of Eligibility is received;
 - c) Responding to enquiries from CAVCO in respect of the application for a "Part B" certificate;
 - d) Responding to enquiries from CRA in connection with a review or audit of the tax returns;
 - e) Finalizing the submission to Telefilm to secure the final financing tranche;
 - f) Preparing and submitting outstanding income tax and GST/HST returns; and
 - g) Responding to CRA in respect of the GST/HST.
22. The Receiver anticipates the fees and disbursements required to complete the above steps will require the Receiver to borrow additional funds above the current borrowing limit, and requests this Court's approval for an order increasing the Receiver's borrowing limit to \$200,000.

23. RBC has advised the Receiver that it supports the request for an increase in the borrowing limit to \$200,000.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

24. Attached as **Appendix “C”** is an interim Statement of Receipts and Disbursements for the period July 9, 2020 to March 17, 2021. As at March 17, 2021 the Receiver had realized receipts of \$91,267.54, which represent funds borrowed from RBC by way or Receiver’s Certificates, and had made disbursements of \$82,452.12.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

25. The Appointment Order provides in paragraph 12 that the Receiver and its legal counsel shall pass their accounts from time to time. The Receiver and its independent legal counsel, Aird Berlis, have each prepared regular accounts, including detailed time records of the amount of time spent.
26. Professional fees and disbursements charged by Deloitte in its capacity as Receiver total \$38,822.35 (exclusive of HST) for the period from July 1, 2020 to January 29, 2021 (the “**Receiver’s Fees**”), as referenced in the affidavit of Richard Williams sworn March 31, 2021, which is attached hereto as **Appendix “D”**.
27. Professional fees and disbursements of Aird Berlis in relation to the administration of the receivership total \$4,789.50 (exclusive of HST) for the period May 26, 2020 to January 31, 2021 (the “**Aird Berlis Fees**”), as set out in the affidavit of Nathan Gates sworn March 31, 2021, which is attached hereto as **Appendix “E”**.


28. The Receiver has reviewed the accounts of Aird Berlis and finds the work performed and charges to be appropriate and reasonable. The Receiver is of the view that all of the time spent by each of Deloitte and Aird Berlis was necessary, reasonable and appropriate.
29. The Receiver is of the view that the quantum of fees and the billing rates charged by each of Deloitte and Aird Berlis are reasonable, given the complexity of the matters in the receivership.
30. The Receiver is seeking this Court's approval of the Receiver's Fees and the Aird Berlis Fees.

RECEIVER'S RECOMMENDATION TO THE COURT


31. The Receiver therefore recommends that the Court:
 - a) approve the Receiver's actions and activities as set out and described in this First Report;
 - b) approve the Receiver's Fees and the Aird Berlis Fees as set out and described in the fee affidavits; and
 - c) amend paragraph 14 of the Appointment Order to increase the maximum amount of the Receiver's Borrowing Charge from \$100,000 to \$200,000.

All of which is respectfully submitted at Toronto, Ontario this 31st day of March, 2021.

DELOITTE RESTRUCTURING INC.,
Solely in its capacity as Court-Appointed
Receiver of the Books and Records of
Back 40 Pictures Inc., and without
personal or corporate liability

Per: 

Jordan Sleeth, CPA, CA, LIT
Senior Vice-President

Per: 

Richard Williams, LIT
Vice-President

APPENDIX C

To the Second Report of the Receiver

Court File No. CV-20-00642755-00CL

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

THE HONOURABLE)	THURSDAY, THE 15TH DAY
)	
JUSTICE LAURENCE PATTILLO)	OF APRIL, 2021

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

- and -

BACK 40 PICTURES INC.

Respondent

ORDER

THIS MOTION, made by Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of certain assets of Back 40 Pictures Inc. (the “**Debtor**”) including all of the books and records of the Debtor used in relation to businesses carried on by the Debtor, including but not limited to the film production known as Rabid, for an Order, amongst other things: (i) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same; (ii) approving the First Report of the Receiver dated March 31, 2021 (the “**First Report**”) and the activities of the Receiver set out therein, including, without limitation, approving the fees

and disbursements of its counsel; and, iii) approving an increase of the maximum amount of the Receiver's Borrowing Charge (as defined in the Receivership Order) from \$100,000 to \$200,000, was heard this day by judicial videoconference due to the COVID-19 emergency via the following Zoom coordinates.

ON READING the First Report and appendices thereto including the fee affidavits of Richard William and Nathan Gates which were each sworn on March 31, 2021 (collectively, the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver, counsel for Royal Bank of Canada and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Christine Doyle, sworn and filed on April 1, 2021.

1. **THIS COURT ORDERS** that the time for service, filing and confirmation of the Notice of Motion, Motion Record and First Report be and is hereby abridged, if necessary, such that this Motion is properly returnable today and that further service thereof is hereby dispensed with.
2. **THIS COURT ORDERS** that the First Report together with the activities of the Receiver as set out therein be and are hereby approved.
3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel as outlined in the Fee Affidavits be and are hereby approved.
4. **THIS COURT ORDERS** that paragraph 14 of the July 20, 2020 Order of the Honourable Mr. Justice McEwen appointing the Receiver be amended to increase the maximum amount of the Receiver's Borrowing Charge from \$100,000 to \$200,000.

5. **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.



ROYAL BANK OF CANADA

- and -

BACK 40 PICTURES INC.

Applicant

Respondent

Court File No. CV-20-00642755-00CL

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

Proceedings commenced at Toronto

APPROVAL ORDER

AIRD & BERLIS LLP

Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSUC # 37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515

E-mail: smitra@airdberlis.com

Lawyers for Deloitte Restructuring Inc.

APPENDIX D**To the Second Report of the Receiver**

Court File No. CV-20-00642755-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	TUESDAY, THE 1 ST
)	
JUSTICE CONWAY)	DAY OF MARCH, 2022

ROYAL BANK OF CANADA

Applicant

and

BACK 40 PICTURES INC.

Respondent

ORDER

THIS APPLICATION made by the Applicant for an Order expanding the powers of Deloitte Restructuring Inc. (“**Deloitte**”) as Receiver (in such capacity, the “**Receiver**”) without security, of certain of the assets, undertakings and properties of Back 40 Pictures Inc. (the “**Debtor**”) acquired for, or used in relation to businesses carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and the Affidavit of David Kennedy, sworn February 22, 2022 and the Exhibits thereto,

RECEIVER'S POWERS

1. THIS COURT ORDERS that paragraph 3 of the July 9, 2020 Order of the Honourable Mr. Justice McEwen (“**Appointment Order**”) be and is hereby amended to add the following powers:

- (f) to complete and file outstanding HST returns on behalf of the Debtor for all periods prior to May 31, 2022;
- (g) to direct Canada Revenue Agency, on behalf of the Debtor, to deliver any and all tax credit refund cheques to the Receiver;
- (h) to deposit any tax credit or refund cheques in respect of the Debtor into the Post Receivership Accounts (as defined herein);

RECEIVER TO HOLD FUNDS

2. 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 recovery of tax refunds or tax credits, 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

3. 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.

4. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if

not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

Conway J.

ROYAL BANK OF CANADA

- and -

BACK 40 PICTURES INC.

Applicant

Respondent

Court File No. CV-20-00642755-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER

DEVRY SMITH FRANK LLP

Lawyers & Mediators

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Toronto, Ontario M3C 3E9

JAMES SATIN

LSO #: 44025R

Tel : (416) 449-1400

Email: james.satin@devrylaw.ca

*Lawyers for the Applicant, Royal Bank of
Canada.*

APPENDIX E

To the Second Report of the Receiver

Ministry of Government and
Consumer Services

Profile Report

BACK 40 PICTURES INC. as of May 31, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	BACK 40 PICTURES INC.
Ontario Corporation Number (OCN)	2505721
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 22, 2016
Registered or Head Office Address	131 Bloor St West, 818, Toronto, Ontario, Canada, M5S 1S3

Certified a true copy of the record of the Ministry of Government and Consumer Services.

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 Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 7

Name Paul Allan LALONDE
Address for Service 257 Canboro Rd., Ridgeville, Ontario, Canada, L0S 1M0
Resident Canadian Yes
Date Began February 22, 2016

Name Mary Ellen NICHOLSON
Address for Service 701 Geneva Street, 1304, St. Catharines, Ontario, Canada, L2N 7H9
Resident Canadian Yes
Date Began May 31, 2018

Name John VIDETTE
Address for Service 131 Bloor St. W., 818, Toronto, Ontario, Canada, M5S 1S3
Resident Canadian Yes
Date Began February 22, 2016

Name Michael WALKER
Address for Service 4220 Sarazen Dr., 21, Burlington, Ontario, Canada, L7M 5C6
Resident Canadian Yes
Date Began February 22, 2016

Certified a true copy of the record of the Ministry of Government and Consumer Services.

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 Officer(s)

Name	Paul Allan LALONDE
Position	President
Address for Service	257 Canboro Rd., Ridgeville, Ontario, Canada, L0S 1M0
Date Began	March 04, 2016
Name	Mary Ellen NICHOLSON
Position	Treasurer
Address for Service	701 Geneva Street, 1304, St. Catharines, Ontario, Canada, L2N 7H9
Date Began	March 04, 2016
Name	John VIDETTE
Position	Secretary
Address for Service	131 Bloor St. W., 818, Toronto, Ontario, Canada, M5S 1S3
Date Began	March 04, 2016
Name	Michael WALKER
Position	President
Address for Service	4220 Sarazen Dr., 21, Burlington, Ontario, Canada, L7M 5C6
Date Began	March 04, 2016

Certified a true copy of the record of the Ministry of Government and Consumer Services.

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**Name**

BACK 40 PICTURES INC.

Effective Date

February 22, 2016

Certified a true copy of the record of the Ministry of Government and Consumer Services.

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 Government and Consumer Services.

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 Government and Consumer Services.

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
Annual Return - 2019 PAF: JOHN VIDETTE - DIRECTOR	January 17, 2021
Annual Return - 2018 PAF: JOHN VIDETTE - DIRECTOR	May 12, 2019
Annual Return - 2017 PAF: JOHN VIDETTE - DIRECTOR	May 05, 2019
Annual Return - 2016 PAF: JOHN VIDETTE - DIRECTOR	May 05, 2019
CIA - Initial Return PAF: BOB TARANTINO - OTHER	August 10, 2018
BCA - Articles of Incorporation	February 22, 2016

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 Government and Consumer Services.

V. Quintanilla W.

Director/Registrar

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APPENDIX F

To the Second Report of the Receiver



Sudbury ON P3A 5C1

0006637

Notice details

Business number 78247 4324 RC0001

Date issued Feb 2, 2022

BACK 40 PICTURES INC.
C/O JOHN VIDETTE
818 - 131 BLOOR ST W
TORONTO ON M5S 1S3

Corporation income tax assessment

These notice(s) explain the results of our assessment of your T2 corporation income tax return(s). We assessed your T2 corporation income tax return(s) and calculated your balance.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account summary

Total balance: \$1,615,328.37 CR

Go paperless!

Get your mail online through My Business Account.

1. Sign in at canada.ca/my-cra-business-account
2. Select "Notification preferences"

APPENDIX G

To the Second Report of the Receiver

MAY. 19. 2022 11:41AM

NO. 1343 P. 1



PROTECTED B

May 19, 2022

Attn: Mr. Richard Williams CIRP, LIT
Deloitte Restructuring Inc.
8 Adelaide Street West, Suite 200
Toronto, Ontario
M5H 0A9

Dear Mr. Williams:

**Subject: Audit of Goods and Services Tax/Harmonized Sales Tax (GST/HST)
Returns of Back 40 Pictures Inc. for period 2018-03-01 to 2020-07-09
Account Number: 78247 4324 RT0001**

Further to our audit of the books and records of Back 40 Pictures Inc., we enclose herewith a proposed Schedule of Audit Adjustments to be made to the Goods and Services Tax/Harmonized Sales Tax (GST/HST) Returns for the audit period noted above. Please refer to the attached schedule and working papers detailing the proposed adjustments.

The summary of the audit adjustments is as follows:

Areas of non-compliance	Audit period 2018-03-01 to 2020-07-09	ETA
ITCs claimed on unpaid taxable expenses	\$ 46,514.02	S296(1)(b)
Tax not collected on taxable supplies	\$ 40,950.00	S221(1), S165
Total proposed adjustments	\$ 87,464.02	

ITCs claimed on unpaid taxable expenses

Please note that the invoice date of the transaction dictates the period to be assessed for ITCs claimed on unpaid taxable expenses. We are using the invoice date from the data provided to us to determine the adjustments for the period, however, if you are aware of any incorrectness of the invoice dates in the data, please notify us and provide the correct invoice date of the transaction.

PROTECTED B

Tax not collected

The supply of right by Back 40 Pictures Inc. to A71 Entertainment Inc. to exhibit, distribute and otherwise exploit the production in Canada from the Canadian Distribution Agreement is a supply of taxable supply and is therefore subject to HST. In addition, the investment from Telefilm Canada in the Canada Feature Film Fund – Production Agreement is the equity investment which results in copyright ownership in the project and which is to be recouped from Production Revenue in accordance with the terms of the Agreement. The consideration for a supply of copyright interests is a supply of intangible personal property (IPP) for purposes of the GST/HST. Where the use of IPP is not restricted exclusively to outside Canada, the supply of the IPP is deemed to be made in Canada, and is therefore subject to HST.

Should you have any objections to this proposed assessment, written representations addressing your concerns and documentation to refute the proposed adjustments should be directed to the undersigned within 30 days of the date of this letter. If a response is not received by June 20,2022, this assessment will be processed accordingly.

If you have any questions about this matter, please contact me at 437-996-3249. My team leader, Richard Steinbock, may also be reached at 905-706-7207.

Sincerely,



Susan Yu
Audit Division
Tax Services Office: GTA West TSO

Telephone: 437-996-3249
Facsimile: 905 - 803-7849
Address: 5800 Hurontario Street, 11th Floor
Mississauga, ON L5R4B4
Website: www.canada.ca

Attachments

PROTECTED B

1

Back 40 Pictures Inc.
 BN# 78247 4324 RT0001
 Audit Period: 2018-03-01 to 2020-07-09

Schedule of Proposed Audit Adjustments

Period from	Period end	ITCs claimed on unpaid taxable expenses	Tax not collected	Total proposed audit adjustments
2018-06-01	2018-06-30	254.40		254.40
2018-07-01	2018-07-31	21,815.11		21,815.11
2018-08-01	2018-08-31	22,272.60		22,272.60
2018-09-01	2018-09-30	154.73		154.73
2018-10-01	2018-10-31	1,978.18	5,200.00	7,178.18
2018-12-01	2018-12-31	39.00		39.00
2019-11-01	2019-11-30		35,750.00	35,750.00
Total proposed adjustments		46,514.02	40,950.00	87,464.02
Excise Tax Act		S296(1)(b)	S221(1), S165	

Back 40 Pictures Inc.
 BNB78247 4324 RTD001
 Audit Period: 2018-03-01 to 2020-07-09

ITCs claimed on unpaid taxable expenses calculation detail

Vendor #	Vendor name	Trans Number	Invoice Number	Invoice Date	Total Amount	Cost before tax	HST claimed	Amount paid	Paid Cost before tax	Paid HST	Cost not paid	ITCs claimed on unpaid taxable expenses
121	2246701 ONTARIO LTD-MH	00000881	7440	07/19/2018	987.62	874.00	113.62	987.62	874.00	113.62	0.00	0.00
121	2246701 ONTARIO LTD-MH	00001029	7463	07/25/2018	5,344.90	4,730.00	614.90	1,021.29	903.80	117.49	3,826.20	497.41
121	2246701 ONTARIO LTD-MH	00001030	7495	07/31/2018	1,627.20	1,440.00	187.20				1,440.00	187.20
121	2246701 ONTARIO LTD-MH	00001520	7523	08/09/2018	1,824.95	1,615.00	209.95				1,615.00	209.95
121	2246701 ONTARIO LTD-MH	00001289	7566	08/23/2018	259.90	230.00	29.90				230.00	29.90
121	2246701 ONTARIO LTD-MH	00002393	OFFSET#1	03/11/2019	-2,008.91	-2,008.91						
121	2246701 ONTARIO LTD-MH	PKTURE CARS		Total	8,035.66			2,008.91	1,777.80	231.11	7,111.20	924.46
243	464296 ONTARIO LTD	00001363	12831	07/14/2018	266.68	236.00	30.68	266.68	236.00	30.68	0.00	0.00
243	464296 ONTARIO LTD	00001364	12848	07/21/2018	1,315.32	1,164.00	151.32	394.60	349.20	45.40	814.80	105.92
243	464296 ONTARIO LTD	00001365	12863	07/28/2018	1,527.76	1,352.00	175.76				1,352.00	175.76
243	464296 ONTARIO LTD	00001366	12873	08/04/2018	167.24	148.00	19.24				148.00	19.24
243	464296 ONTARIO LTD	00001367	12889	08/11/2018	29.38	26.00	3.38				26.00	3.38
243	464296 ONTARIO LTD	00002394	OFFSET#1	03/13/2019	-661.28	-661.28						
243	464296 ONTARIO LTD			Total	2,645.10			661.28	585.20	76.08	2,340.80	304.30
149	8579474 CANADA CORP.	00000972	18-191	07/25/2018	11,486.95	9,015.00	2,471.95	2,297.39	1,803.00	494.39	7,212.00	1,977.56
149	8579474 CANADA CORP.	00002395	OFFSET#1	03/13/2019	-2,297.39	-2,297.39						
149	8579474 CANADA CORP.			Total	9,189.56			2,297.39	1,803.00	494.39	7,212.00	1,977.56
88	AREA 1 FX	00001292	1302	08/13/2018	16,208.09	13,193.00	3,015.09	11,241.62	9,150.41	2,091.21	4,042.59	923.88
88	AREA 1 FX	00001290	2018.08.28	08/23/2018	-10,000.00	-10,000.00						
88	AREA 1 FX	00002396	OFFSET#1	03/13/2019	-1,241.62	-1,241.62						
88	AREA 1 FX			Total	4,966.47			11,241.62	9,150.41	2,091.21	4,042.59	923.88
288	BTS LLP	00002472	BTSLLP-0009	11/05/2019	4,520.00	4,000.00	520.00					
288	BTS LLP			Total	4,520.00							
224	C.G.A. GLASS & MIRROR INC	000001108	114820	07/27/2018	1,545.84	1,368.00	177.84	765.69	677.60	88.09	690.40	89.75
224	C.G.A. GLASS & MIRROR INC	000001106	114853	07/31/2018	2,282.60	2,020.00	262.60				2,020.00	262.60
224	C.G.A. GLASS & MIRROR INC	000002397	OFFSET#1	03/13/2019	-765.69	-765.69						
224	C.G.A. GLASS & MIRROR INC			Total	3,062.75			765.69	677.60	88.09	2,710.40	352.35
111	CANADA WIDE PARKING (P-0000014	CWPH 1785		07/20/2018	3,390.00	3,000.00	390.00				3,000.00	390.00
111	CANADA WIDE PARKING (P-0000014	2018.10.11		10/13/2018	35.00	35.00						
111	CANADA WIDE PARKING (P-0000014			Total	3,390.00							

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P. 4

did not claim ITC in the audit period

32	DOLLAR THRIFTY AUTOMOTO	00001499	940589963	08/30/2018	229.75	203.75	26.00	203.75	26.00	
32	DOLLAR THRIFTY AUTOMOTO	00001505	940618722	08/30/2018	3,330.31	3,179.25	151.06	3,179.25	151.06	
32	DOLLAR THRIFTY AUTOMOTO	00001500	940619116	08/30/2018	1,087.75	964.25	123.50	964.25	123.50	
32	DOLLAR THRIFTY AUTOMOTO	00001501	940619142	08/30/2018	1,296.14	1,149.01	147.13	1,149.01	147.13	
32	DOLLAR THRIFTY AUTOMOTO	00001502	940656931	08/30/2018	643.30	570.50	72.80	570.50	72.80	
32	DOLLAR THRIFTY AUTOMOTO	00001503	940759391	08/30/2018	1,886.89	1,842.90	43.99	1,842.90	43.99	
32	DOLLAR THRIFTY AUTOMOTO	00002402	OFFSETH1	03/13/2019	-2,578.13	-2,578.13				
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC			Total	10,312.51					
					Total	2,578.13	2,285.97	292.16	9,539.69	772.82

108	DWIGHT CRANE LTD	00000434	100355966	07/16/2018	671.50	550.00	71.50	0.00	0.00	
108	DWIGHT CRANE LTD	00001114	10035757	07/25/2018	671.22	594.00	77.22	0.00	0.00	
108	DWIGHT CRANE LTD	00001112	10035835	07/30/2018	784.22	694.00	90.22	0.00	0.00	
108	DWIGHT CRANE LTD	00001111	10035836	07/30/2018	1,247.52	1,104.00	143.52	0.00	0.00	
108	DWIGHT CRANE LTD	00001130	10035913	07/31/2018	2,067.90	1,830.00	237.90	0.00	0.00	
108	DWIGHT CRANE LTD	00001305	10036100	08/13/2018	1,228.31	1,087.00	141.31	0.00	0.00	
108	DWIGHT CRANE LTD	00001306	10036108	08/13/2018	1,254.30	1,110.00	144.30	0.00	0.00	
108	DWIGHT CRANE LTD	00000889	10035630	08/17/2018	1,224.92	1,084.00	140.92	0.00	0.00	
108	DWIGHT CRANE LTD	00002403	OFFSETH1	03/13/2019	-1,819.98	-1,819.98				
108	DWIGHT CRANE LTD			Total	7,279.91					
					Total	1,819.98	1,610.60	209.38	6,442.40	837.51

29	ENTERPRISE RENT A CAR C.00001906	8500-2652-8210	08/15/2018	1,064.03	941.62	122.41	941.62	122.41
29	ENTERPRISE RENT A CAR C.00001914	8500-2652-8723	08/15/2018	555.15	491.28	63.87	491.28	63.87
29	ENTERPRISE RENT A CAR C.00001925	8500-2652-9042	08/15/2018	1,661.19	1,470.08	191.11	1,470.08	191.11
29	ENTERPRISE RENT A CAR C.00001894	8500-2652-9886	08/15/2018	1,295.34	1,146.32	149.02	1,146.32	149.02
29	ENTERPRISE RENT A CAR C.00001895	8500-2653-0013	08/15/2018	2,405.18	2,128.48	276.70	2,128.48	276.70
29	ENTERPRISE RENT A CAR C.00001902	8500-2654-6093	08/16/2018	789.10	698.32	90.78	698.32	90.78
29	ENTERPRISE RENT A CAR C.00001897	8500-2654-6180	08/16/2018	789.10	698.32	90.78	698.32	90.78
29	ENTERPRISE RENT A CAR C.00001901	8500-2655-3350	08/16/2018	563.64	498.80	64.84	498.80	64.84
29	ENTERPRISE RENT A CAR C.00001923	7500-2861-1700	08/17/2018	1,064.03	941.62	122.41	941.62	122.41
29	ENTERPRISE RENT A CAR C.00001909	8500-2657-6163	08/17/2018	310.00	274.34	35.66	274.34	35.66
29	ENTERPRISE RENT A CAR C.00001920	7500-2864-3272	08/20/2018	1,295.34	1,146.32	149.02	1,146.32	149.02
29	ENTERPRISE RENT A CAR C.00001903	8500-2661-3737	08/20/2018	310.00	274.34	35.66	274.34	35.66
29	ENTERPRISE RENT A CAR C.00001898	8500-2662-2926	08/20/2018	563.64	498.80	64.84	498.80	64.84
29	ENTERPRISE RENT A CAR C.00001899	8500-2665-6952	08/22/2018	958.19	847.96	110.23	847.96	110.23
29	ENTERPRISE RENT A CAR C.00002240	8500-2672-3012	08/25/2018	338.19	299.28	38.91	299.28	38.91
29	ENTERPRISE RENT A CAR C.00001893	8500-2641-9458	10/29/2018	264.14	264.14		264.14	
29	ENTERPRISE RENT A CAR C.00001892	8500-2641-9458	10/29/2018	730.61	646.56	84.05	646.56	84.05
29	ENTERPRISE RENT A CAR C.00002238	NP731075	08/28/2019	1,202.82	1,064.44	138.38	1,064.44	138.38
29	ENTERPRISE RENT A CAR CANADA COMPANY		03/13/2019	78.00	78.00		78.00	
Total				8,896.40	7,921.89	974.51	31,531.08	4,054.53

102	FOCUSSED ON FOOD	00002247	14775	07/20/2018	7,891.64	6,983.75	907.89	4,605.62	4,075.77	529.85	16,072.98	2,349.50
102	FOCUSSED ON FOOD	00001175	14777	08/03/2018	9,602.18	8,497.50	1,104.68	4,605.62	4,075.77	529.85	2,907.98	378.04
102	FOCUSSED ON FOOD	00001176	14778	08/10/2018	5,534.28	4,667.50	866.78	4,605.62	4,075.77	529.85	8,497.50	1,104.68
102	FOCUSSED ON FOOD	00002405	OFFSET#1	03/13/2019	-4,605.62	-4,605.62		4,605.62	4,075.77	529.85	4,667.50	866.78
Total				18,422.48	-4,605.62	-4,605.62	4,605.62	4,075.77	529.85	16,072.98	2,349.50	

198	FUELS INC	00001307	420808	07/17/2018	1,922.40	1,701.24	221.16	1,100.64	974.02	126.62	727.22	94.54
198	FUELS INC	00001308	421132	07/21/2018	392.60	347.43	45.17	1,100.64	974.02	126.62	347.43	45.17
198	FUELS INC	00001309	421578	07/24/2018	1,269.92	1,123.82	146.10	1,100.64	974.02	126.62	1,123.82	146.10
198	FUELS INC	00000899	421919	07/26/2018	405.17	358.56	46.61	1,100.64	974.02	126.62	358.56	46.61
198	FUELS INC	00001311	422112	07/30/2018	457.18	404.58	52.60	1,100.64	974.02	126.62	404.58	52.60
198	FUELS INC	00001310	422170	07/30/2018	551.88	488.39	63.49	1,100.64	974.02	126.62	488.39	63.49
198	FUELS INC	00001312	422497	08/01/2018	504.07	446.08	57.99	1,100.64	974.02	126.62	446.08	57.99
198	FUELS INC	00002406	OFFSET#1	03/13/2019	-1,100.64	-1,100.64		1,100.64	974.02	126.62	446.08	57.99
Total				4,402.58	-1,100.64	-1,100.64	1,100.64	974.02	126.62	3,896.08	506.50	

57	GAZELEY/DAVE	00002154	2018.07.21	07/21/2018	160.00	160.00		0.00	0.00		160.00	0.00
57	GAZELEY/DAVE	00002152	2018.07.28	07/28/2018	120.00	120.00		0.00	0.00		120.00	0.00
57	GAZELEY/DAVE			Total	280.00	280.00		0.00	0.00		280.00	0.00

65	HAMILTON POLICE SERVICE 00000650	1173	07/26/2018	1,085.34	960.48	124.86	1,085.34	960.48	124.86	0.00	0.00	0.00
65	HAMILTON POLICE SERVICE 00000651	1173	07/26/2018	452.23	400.20	52.03	23.13	20.47	2.66	379.73	49.37	
Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

165	HAMILTON POLICE SERVICE	00000652	1174	07/26/2018	814.01	720.36	93.65	720.36	93.65
165	HAMILTON POLICE SERVICE	00000654	1175	07/26/2018	839.17	742.62	96.55	742.62	96.55
165	HAMILTON POLICE SERVICE	00000655	1394	08/01/2018	2,351.58	2,081.04	270.54	2,081.04	270.54
165	HAMILTON POLICE SERVICE	00002392	OFFSET#1	03/13/2019	-1,108.47	-1,108.47			
				Total	4,433.86				510.11

115	IT'S A WRAP MOBILE RENT	00000446	R100	07/16/2018	1,356.00	1,200.00	156.00	1,200.00	156.00
115	IT'S A WRAP MOBILE RENT	00000668	R#101	07/16/2018	1,356.00	1,200.00	156.00	1,200.00	156.00
115	IT'S A WRAP MOBILE RENT	00000445	R106	07/16/2018	1,356.00	1,200.00	156.00	1,200.00	156.00
115	IT'S A WRAP MOBILE RENT	00000667	R#107	07/16/2018	1,356.00	1,200.00	156.00	1,200.00	156.00
115	IT'S A WRAP MOBILE RENT	00001386	R#108	07/16/2018	1,356.00	1,200.00	156.00	1,200.00	156.00
115	IT'S A WRAP MOBILE RENT	00001387	R#109	07/16/2018	1,356.00	1,200.00	156.00	1,200.00	156.00
115	IT'S A WRAP MOBILE RENT	00001388	R#110	07/16/2018	1,017.00	900.00	117.00	900.00	117.00
115	IT'S A WRAP MOBILE RENT	00001389	R#111	07/16/2018	452.00	400.00	52.00	400.00	52.00
115	IT'S A WRAP MOBILE RENT	00001382	R#102	08/29/2018	1,356.00	1,200.00	156.00	1,200.00	156.00
115	IT'S A WRAP MOBILE RENT	00001383	R#103	08/29/2018	1,356.00	1,200.00	156.00	1,200.00	156.00
115	IT'S A WRAP MOBILE RENT	00001384	R#104	08/29/2018	1,017.00	900.00	117.00	900.00	117.00
115	IT'S A WRAP MOBILE RENT	00001385	R#105	08/29/2018	282.50	250.00	32.50	250.00	32.50
115	IT'S A WRAP MOBILE RENT	00002407	OFFSET#1	03/13/2019	-2,723.30	-2,723.30			
				Total	10,893.20				1,566.50

238	KROW VFX INC	00001326	1800_001	08/03/2018	2,938.00	2,600.00	338.00	2,600.00	338.00
238	KROW VFX INC	00001327	1800_002	08/10/2018	2,316.50	2,050.00	266.50	2,050.00	266.50
238	KROW VFX INC	00001328	1800_003	08/14/2018	1,243.00	1,100.00	143.00	1,100.00	143.00
238	KROW VFX INC	00002408	OFFSET#1	03/13/2019	-1,299.50	-1,299.50			
				Total	5,198.00				598.00

123	MAR-LYN LUMBER	00000448	56821	07/12/2018	1,930.20	1,708.14	222.06	1,708.14	222.06
123	MAR-LYN LUMBER	00000449	56822	07/12/2018	2,624.20	2,322.30	301.90	2,322.30	301.90
123	MAR-LYN LUMBER	00000913	56831	07/17/2018	3,171.50	2,806.64	364.86	2,806.64	364.86
123	MAR-LYN LUMBER	00000911	56880	07/20/2018	2,057.45	1,820.76	236.69	1,820.76	236.69
123	MAR-LYN LUMBER	00002118	56923	07/27/2018	690.63	611.17	79.46	611.17	79.46
123	MAR-LYN LUMBER	00002409	OFFSET#1	03/13/2019	-2,094.80	-2,094.80			
				Total	8,379.18				963.97

96	MASTERSFX INC-CANADA	00001890	12257	07/30/2018	53,140.00	43,000.00	10,140.00	43,000.00	10,140.00
96	MASTERSFX INC-CANADA	00001891	RECOUP	10/25/2018	35,000.00	35,000.00		35,000.00	
96	MASTERSFX INC-CANADA	00001886	RECOUP	10/25/2018	-35,000.00	-35,000.00		-35,000.00	
96	MASTERSFX INC-CANADA	00002410	OFFSET#1	03/13/2019	-10,628.00	-10,628.00		-10,628.00	
96	MASTERSFX INC-CANADA	00002507	OFFSET#2	07/30/2018	-22,000.00	-22,000.00		-22,000.00	
				Total	20,512.00				32,628.00

213	NORTH HOLLYWOOD EQUI	00001036	5181	07/31/2018	3,842.00	3,400.00	442.00	3,400.00	442.00
213	NORTH HOLLYWOOD EQUI	00001037	5182	07/31/2018	2,373.00	2,100.00	273.00	2,100.00	273.00
				Total	6,215.00				715.00

Total	32,628.00	26,402.03	6,225.97	16,597.97	3,914.03
Total	1,108.47	980.95	127.52	3,923.75	510.11
Total	1,299.50	1,150.00	149.50	4,600.00	598.00
Total	0.00	0.00	0.00	12,050.00	1,566.50
Total	2,094.80	1,853.80	241.00	7,415.21	963.97
Total	32,628.00	26,402.03	6,225.97	16,597.97	3,914.03
Total	1,243.00	1,100.00	143.00	2,300.00	299.00
Total	32,628.00	26,402.03	6,225.97	16,597.97	3,914.03

NO.	DESCRIPTION	DATE	AMOUNT	CREDIT	BALANCE	DATE	AMOUNT	CREDIT	BALANCE
213	NORTH HOLLYWOOD EQUIPMENT RENTALS					03/13/2019	-1,243.00		-1,243.00
213	NORTH HOLLYWOOD EQUIPMENT RENTALS					Total	4,972.00		4,972.00
239	OLYMPUS CONSULTANTS					07/31/2018	7,232.00	6,400.00	832.00
239	OLYMPUS CONSULTANTS					08/09/2018	4,520.00	4,000.00	520.00
239	OLYMPUS CONSULTANTS					03/13/2019	-2,350.40	-2,350.40	
						Total	9,401.60		9,401.60
118	PENSKE TRUCK LEASING CC 00000931					07/12/2018	375.73	332.50	43.23
118	PENSKE TRUCK LEASING CC 00001415					07/17/2018	245.78	217.50	28.28
118	PENSKE TRUCK LEASING CC 00001416					07/17/2018	375.73	332.50	43.23
118	PENSKE TRUCK LEASING CC 00001443					07/23/2018	375.73	332.50	43.23
118	PENSKE TRUCK LEASING CC 00001417					07/25/2018	658.23	582.50	75.73
118	PENSKE TRUCK LEASING CC 00001418					07/25/2018	658.23	582.50	75.73
118	PENSKE TRUCK LEASING CC 00001419					07/25/2018	375.73	332.50	43.23
118	PENSKE TRUCK LEASING CC 00001420					07/25/2018	245.78	217.50	28.28
118	PENSKE TRUCK LEASING CC 00001438					07/26/2018	375.73	332.50	43.23
118	PENSKE TRUCK LEASING CC 00001421					07/31/2018	658.23	582.50	75.73
118	PENSKE TRUCK LEASING CC 00001422					07/31/2018	245.78	217.50	28.28
118	PENSKE TRUCK LEASING CC 00001423					07/31/2018	375.73	332.50	43.23
118	PENSKE TRUCK LEASING CC 00001424					07/31/2018	658.23	582.50	75.73
118	PENSKE TRUCK LEASING CC 00001440					07/31/2018	375.73	332.50	43.23
118	PENSKE TRUCK LEASING CC 00001425					08/09/2018	658.23	582.50	75.73
118	PENSKE TRUCK LEASING CC 00001426					08/09/2018	245.78	217.50	28.28
118	PENSKE TRUCK LEASING CC 00001428					08/09/2018	375.73	332.50	43.23
118	PENSKE TRUCK LEASING CC 00001441					08/09/2018	375.73	332.50	43.23
118	PENSKE TRUCK LEASING CC 00001430					08/09/2018	658.23	582.50	75.73
118	PENSKE TRUCK LEASING CC 00001429					08/09/2018	333.12	294.80	38.32
118	PENSKE TRUCK LEASING CC 00001431					08/14/2018	131.65	116.50	15.15
118	PENSKE TRUCK LEASING CC 00001432					08/14/2018	418.67	370.50	48.17
118	PENSKE TRUCK LEASING CC 00001442					08/14/2018	503.19	445.30	57.89
118	PENSKE TRUCK LEASING CC 00002413					03/13/2019	375.73	332.50	43.23
						Total	-2,015.29	-2,015.29	
						Total	8,061.14		8,061.14
124	PRIMETIME PAINT & PAPER					07/16/2018	2,512.33	2,223.30	289.03
124	PRIMETIME PAINT & PAPER					07/27/2018	1,173.73	1,038.70	135.03
124	PRIMETIME PAINT & PAPER					08/08/2018	365.77	323.69	42.08
124	PRIMETIME PAINT & PAPER					03/13/2019	-810.37	-810.37	
						Total	3,241.46		3,241.46
146	R MCGILLY CASTING INC					08/16/2018	8,376.69	7,413.00	963.69
146	R MCGILLY CASTING INC					03/13/2019	-1,675.34	-1,675.34	
						Total	6,701.35		6,701.35
						Total	1,675.34	1,482.60	192.74
						Total	1,482.60	1,927.74	5,930.40
						Total	1,675.34	1,482.60	192.74
						Total	1,482.60	1,927.74	5,930.40
						Total	1,675.34	1,482.60	192.74
						Total	1,482.60	1,927.74	5,930.40
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						Total	1,675.34	1,482.60	192.74
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						Total	1,675.34	1,482.60	192.74
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						Total	1,675.34	1,482.60	192.74
						Total	1,482.60	1,927.74	5,930.40
						Total	1,675.34	1,482.60	192.74
						Total	1,482.60	1,927.74</	

NO.	1343	P.	10	10								
184	REEL MEDICAL INC	00000827	4599	08/13/2018	1,009.94	893.75	116.19	1,009.94	893.75	116.19	0.00	0.00
194	REEL MEDICAL INC	00001345	4540	07/23/2018	582.66	515.63	67.03	378.55	335.00	43.55	180.63	23.48
194	REEL MEDICAL INC	00001346	4558	07/30/2018	2,320.04	2,053.13	266.91				2,053.13	266.91
194	REEL MEDICAL INC	00001347	4577	08/07/2018	1,122.94	993.75	129.19				993.75	129.19
194	REEL MEDICAL INC	00001348	4600	08/13/2018	1,906.89	1,687.51	219.38				1,687.51	219.38
194	REEL MEDICAL INC	00002416	OFFSET#1	03/14/2019	-1,388.49	-1,388.49						
194	REEL MEDICAL INC		OFFSET#1	Total	5,553.98			1,388.49	1,228.75	159.74	4,915.02	638.96
236	SCOTIABANK - VISA-Account	00001272	STMT AU09 2018	08/28/2018	19,326.79	18,222.34	1,104.45					
236	SCOTIABANK - VISA-Account	00002012	STMT SET2	09/12/2018	822.98	739.49	83.49					
236	SCOTIABANK - VISA-Account	00001640	2018.09.25-CR	09/25/2018	-5,000.00	-5,000.00						
236	SCOTIABANK - VISA-Account	00002417	OFFSET#1	03/14/2019	-3,029.95	-3,029.95						
236	SCOTIABANK - VISA-Account		OFFSET#1	Total	12,119.82			8,029.95	7,571.07	458.88	11,390.76	729.06
116	SCREEN LINK MANAGEMENT	00000933	4617	07/19/2018	16,441.50	14,550.00	1,891.50					
116	SCREEN LINK MANAGEMENT	00000938	4618	07/19/2018	9,590.88	8,487.50	1,103.38					
116	SCREEN LINK MANAGEMENT	00000940	4619	07/19/2018	1,327.75	1,175.00	152.75					
116	SCREEN LINK MANAGEMENT	00002418	OFFSET#1	03/14/2019	-5,472.03	-5,472.03						
116	SCREEN LINK MANAGEMENT LTD		OFFSET#1	Total	21,888.10			1,447.16	2,226.40	289.43	8,905.60	1,157.73
247	SOLOTECH INC	00002010	LTO06574	07/31/2018	12,579.16	11,132.00	1,447.16					
247	SOLOTECH INC	00002419	OFFSET#1	03/14/2019	-2,515.83	-2,515.83						
247	SOLOTECH INC		OFFSET#1	Total	10,063.33			2,515.83	2,226.40	289.43	8,905.60	1,157.73
49	SOMERVILLE HOUSE SECUR	00001805	2018.10.12	10/12/2018	700.00	700.00						
49	SOMERVILLE HOUSE SECUR	00001806	2018.10.15	10/15/2018	3,000.00	3,000.00						
49	SOMERVILLE HOUSE SECURITIES CAN INC		OFFSET#1	Total	3,700.00			0.00	0.00	0.00	3,700.00	0.00
148	ST JOHN'S EVANG'L LUTHE	00002053	2018.07.20	07/20/2018	1,800.00	1,800.00						
148	ST JOHN'S EVANG'L LUTHE	00002055	2018.07.25	07/25/2018	1,480.00	1,480.00						
148	ST JOHN'S EVANG'L LUTHE	00001873	2018.10.11	10/11/2018	20.00	20.00						
148	ST JOHN'S EVANG'L LUTHE	00002420	OFFSET#1	03/14/2019	-660.00	-660.00						
148	ST JOHN'S EVANG'L LUTHERAN CHURCH		OFFSET#1	Total	2,640.00			660.00	660.00	0.00	2,640.00	0.00
229	STAYBRIDGE SUITES HAMIL	00001138	BACK#0218	08/09/2018	38,716.82	34,262.67	4,454.15					
229	STAYBRIDGE SUITES HAMIL	00002421	OFFSET#1	03/14/2019	-7,743.36	-7,743.36						
229	STAYBRIDGE SUITES HAMMILTON-DOWNTOWN		OFFSET#1	Total	30,973.46			0.00	0.00	0.00	34,262.67	4,454.15
222	STUDENT TRANSPORTATIO	00001101	50001092	07/26/2018	3,950.50	3,496.02	454.48					
222	STUDENT TRANSPORTATIO	00001103	50001093	07/30/2018	1,288.20	1,140.00	148.20					
222	STUDENT TRANSPORTATIO	00001104	50001120	07/31/2018	2,576.40	2,280.00	296.40					
222	STUDENT TRANSPORTATIO	00002422	OFFSET#1	03/14/2019	-1,563.02	-1,563.02						
222	STUDENT TRANSPORTATION OF CANADA INC		OFFSET#1	Total	6,252.08			0.00	0.00	0.00	6,916.02	899.08

11	TOTAL TMO-WAY	00002384	36173	07/11/2018	5,650.00	5,000.00	650.00	5,000.00	650.00
11	TOTAL TMO-WAY	00002385	36627	08/21/2018	2,830.65	2,505.00	325.65	2,505.00	325.65
11	TOTAL TMO-WAY	00002386	36642	08/22/2018	-124.30	-110.00	-14.30	-110.00	-14.30
11	TOTAL TMO-WAY	00002423	OFFSET#1	03/14/2019	-1,671.27	-1,671.27	[fourstanding cheque]	-1,671.27	-14.30
11	TOTAL TMO-WAY			Total	6,685.08			7,395.00	961.35

257	TWISTED TWINS PRODUCTIONS INC.	00002039	16307-58	10/22/2018	-300.00	-300.00		-300.00	0.00
257	TWISTED TWINS PRODUCTIONS INC.			Total	-300.00			-300.00	0.00

13	WEST END OFFSET	00000129	593	06/14/2018	211.88	187.50	24.38	211.88	187.50	24.38
13	WEST END OFFSET	00000953	631	06/26/2018	3,183.30	2,817.08	366.22	3,183.30	2,817.08	366.22
13	WEST END OFFSET	00000955	703	07/20/2018	1,633.96	1,445.98	187.98	1,633.96	1,445.98	187.98
13	WEST END OFFSET	00001128	704	07/13/2018	890.08	787.68	102.40	890.08	787.68	102.40
13	WEST END OFFSET	00002425	OFFSET#1	08/22/2018	-1,183.84	-1,183.84		-1,183.84		
13	WEST END OFFSET			Total	4,735.38			4,735.38		

228	WHITES LOCATION EQUIP#	00001129	26519137	08/09/2018	624.33	552.50	71.83	624.33	552.50	71.83
228	WHITES LOCATION EQUIP#	00001467	26519257	08/20/2018	1,152.60	1,020.00	132.60	1,152.60	1,020.00	132.60
228	WHITES LOCATION EQUIP#	00001462	26519258	08/20/2018	748.06	662.00	86.06	748.06	662.00	86.06
228	WHITES LOCATION EQUIP#	00001469	26519345	08/23/2018	155.38	137.50	17.88	155.38	137.50	17.88
228	WHITES LOCATION EQUIP#	00001468	26519346	08/23/2018	6,577.70	5,820.97	756.73	6,577.70	5,820.97	756.73
228	WHITES LOCATION EQUIP#	00002426	OFFSET#1	08/22/2018	-1,851.61	-1,851.61		-1,851.61		
228	WHITES LOCATION EQUIP#			Total	7,406.46			7,406.46		

107	WILLIAM F WHITE INTERM/	00001132	20635421	07/08/2018	47.82	42.32	5.50	47.82	42.32	5.50
107	WILLIAM F WHITE INTERM/	00000961	20633919	07/11/2018	240.13	212.50	27.63	240.13	212.50	27.63
107	WILLIAM F WHITE INTERM/	00000963	20633961	07/12/2018	1,057.32	935.68	121.64	1,057.32	935.68	121.64
107	WILLIAM F WHITE INTERM/	00000958	20634051	07/13/2018	809.77	716.61	93.16	809.77	716.61	93.16
107	WILLIAM F WHITE INTERM/	00001046	20634240	07/19/2018	703.96	622.97	80.99	703.96	622.97	80.99
107	WILLIAM F WHITE INTERM/	00001397	20634244	07/19/2018	384.20	340.00	44.20	384.20	340.00	44.20
107	WILLIAM F WHITE INTERM/	00001045	20634245	07/19/2018	5,582.43	4,940.20	642.23	5,582.43	4,940.20	642.23
107	WILLIAM F WHITE INTERM/	00001135	20634611	07/25/2018	10.47	9.27	1.20	10.47	9.27	1.20
107	WILLIAM F WHITE INTERM/	00001092	20634618	07/25/2018	384.20	340.00	44.20	384.20	340.00	44.20
107	WILLIAM F WHITE INTERM/	00001137	20634828	07/30/2018	2,655.50	2,350.00	305.50	2,655.50	2,350.00	305.50
107	WILLIAM F WHITE INTERM/	00001141	20634831	07/30/2018	6,045.50	5,350.00	695.50	6,045.50	5,350.00	695.50
107	WILLIAM F WHITE INTERM/	00001133	20635033	07/31/2018	187.30	165.75	21.55	187.30	165.75	21.55
107	WILLIAM F WHITE INTERM/	00001093	20635043	07/31/2018	192.10	170.00	22.10	192.10	170.00	22.10
107	WILLIAM F WHITE INTERM/	00001134	20635064	07/31/2018	384.20	340.00	44.20	384.20	340.00	44.20
107	WILLIAM F WHITE INTERM/	00001139	20635274	07/31/2018	182.25	161.28	20.97	182.25	161.28	20.97
107	WILLIAM F WHITE INTERM/	00001398	20635275	07/31/2018	344.38	304.76	39.62	344.38	304.76	39.62
107	WILLIAM F WHITE INTERM/	00001140	20635354	07/31/2018	217.53	192.50	25.03	217.53	192.50	25.03
107	WILLIAM F WHITE INTERM/	00001399	20635356	07/31/2018	1,469.00	1,300.00	169.00	1,469.00	1,300.00	169.00
107	WILLIAM F WHITE INTERM/	00001400	20635418	07/31/2018	51.93	45.96	5.97	51.93	45.96	5.97
	Total				1,851.61	1,638.59	213.02	1,851.61	1,638.59	213.02
	Total				6,554.38			6,554.38		
	Total				852.08			852.08		

21	WISEACRE INC.	00002044	RECOUP	11/16/2018	-1,000.00	-1,000.00																	
20	WISEACRE INC.	00002427	OFFSET#1	08/22/2018	-1,248.66	-1,248.66																	
21	WISEACRE INC.			Total	4,994.64	-1,248.66																	
				Total	1,000.00	884.96	115.04	5,525.04															718.26

Vendor #	Vendor name	Trans Number	Invoice Number	Invoice Date	Total Amount	Cost before tax	HST claimed	Amount paid	Cost before tax	HST	Cost not paid	ITCs claimed on unpaid taxable expenses (from outstanding cheques)
251	POTTS/GRAEME	00001532	1700	07/27/2018	791.00	700.00	91.00				700.00	91.00
226	2445481 ONTARIO LTD.	00001115	2018.08.13	08/13/2018	1,000.00	884.96	115.04				884.96	115.04
226	2445481 ONTARIO LTD.	00001759	2018.10.12	10/12/2018	25.00	25.00	0.00				25.00	0.00
218	BARRICK/D/W/AM	00001079	PCS34	08/03/2018	152.45	134.91	17.54				134.91	17.54
267	FRED SMITH STUDIO	00002204	272292	12/20/2018	339.00	300.00	39.00				300.00	39.00
249	GREAT LAKES FISHERY CO.	00001507	2018.08.30	08/30/2018	527.36	450.16	77.20				450.16	77.20
129	HEHNER/JOSH	00000467	18-001-R8	07/15/2018	152.55	135.00	17.55				135.00	17.55
271	KODA NIVOLL GROUP INC.	00002224	0004	09/27/2018	570.74	506.00	64.74				506.00	64.74
14	WALKER/MICHAEL	00002320	RMB ADVAN~	02/22/2019	227.50	227.50	0.00				227.50	0.00
179	DR. MARVIN WAXMAN	00002309	057	02/21/2019	600.00	600.00	0.00				600.00	0.00
211	COAST TO COAST R.V.	00001031	26006	07/13/2018	661.05	585.00	76.05				585.00	76.05
211	COAST TO COAST R.V.	00001032	26007	07/22/2018	514.15	455.00	59.15				455.00	59.15
211	COAST TO COAST R.V.	00001033	26008	07/22/2018	514.15	455.00	59.15				455.00	59.15
211	COAST TO COAST R.V.	00001999	26022	07/24/2018	158.20	140.00	18.20				140.00	18.20
211	COAST TO COAST R.V.	00001296	26009	08/05/2018	745.80	660.00	85.80				660.00	85.80
211	COAST TO COAST R.V.	00001998	26076	08/16/2018	325.00	325.00	0.00				325.00	0.00
120	DALLAS COACH	00000437	7279	07/11/2018	1,243.00	1,100.00	143.00				1,100.00	143.00
99	DECADES PROPS & SET DRI	00000360	489	07/11/2018	847.50	750.00	97.50				750.00	97.50
99	DECADES PROPS & SET DRI	00000491	532	07/16/2018	1,169.55	1,035.00	134.55				1,035.00	134.55
99	DECADES PROPS & SET DRI	00000854	2018.07.30	07/19/2018	152.55	135.00	17.55				135.00	17.55
17	LOCK UP PROPS INC.	00000711	46566	07/30/2018	370.30	327.70	42.60				327.70	42.60
17	LOCK UP PROPS INC.	00000712	46566	07/12/2018	80.23	71.00	9.23				71.00	9.23
17	LOCK UP PROPS INC.	00000714	46564	07/20/2018	90.40	80.00	10.40				80.00	10.40
17	LOCK UP PROPS INC.	00000717	46554	07/21/2018	734.50	650.00	84.50				650.00	84.50
17	LOCK UP PROPS INC.	00001329	46620	07/18/2018	618.11	547.00	71.11				547.00	71.11
17	LOCK UP PROPS INC.	00001330	46661	07/23/2018	395.50	350.00	45.50				350.00	45.50
17	LOCK UP PROPS INC.	00001331	46701	07/26/2018	135.60	120.00	15.60				120.00	15.60
17	LOCK UP PROPS INC.	00001332	46822	08/03/2018	1,333.40	1,180.00	153.40				1,180.00	153.40
17	LOCK UP PROPS INC.	00001333	46846	08/07/2018	67.80	60.00	7.80				60.00	7.80
17	LOCK UP PROPS INC.	00002045	RECOUP	11/16/2018	-1,000.00	-1,000.00	0.00				-1,000.00	0.00
				Total	11,989.23	11,989.23	1,553.16				11,989.23	1,553.16

ITCs claimed on unpaid taxable expenses 46,514.02

Back 40 Pictures Inc.
 BN# 78247 4324 RT0001
 Audit Period: 2018-03-01 to 2020-07-09

ITCs claimed on unpaid taxable expenses summary

Vendor#	Vendor name	Trans Number	Invoice Number	Invoice Date	ITCs claimed on unpaid taxable expenses
121	2246701 ONTARIO LTD-MK PICTURE CARS	00001029	7463	07/25/2018	497.41
121	2246701 ONTARIO LTD-MK PICTURE CARS	00001030	7495	07/31/2018	187.20
121	2246701 ONTARIO LTD-MK PICTURE CARS	00001520	7523	08/09/2018	209.95
243	464296 ONTARIO LTD	00001289	7566	08/23/2018	29.90
243	464296 ONTARIO LTD	00001364	12848	07/21/2018	105.92
243	464296 ONTARIO LTD	00001365	12863	07/28/2018	175.76
243	464296 ONTARIO LTD	00001366	12873	08/04/2018	19.24
149	8579474 CANADA CORP.	00001367	12889	08/11/2018	3.38
88	AREA 1 FX	00009972	18-191	07/25/2018	1,977.56
224	C.G.A. GLASS & MIRROR INC.	00001292	1302	08/13/2018	923.88
224	C.G.A. GLASS & MIRROR INC.	00001108	114820	07/27/2018	89.75
111	CANADA WIDE PARKING (HAMILTON) INC.	00001106	114853	07/31/2018	262.60
205	CAPITOL CATERING SERVICE LTD	00002014	CWPH 1785	07/29/2018	390.00
205	CAPITOL CATERING SERVICE LTD	00000967	201807-54	07/29/2018	641.42
205	CAPITOL CATERING SERVICE LTD	00001172	201808-07	08/06/2018	741.00
237	CLEAN SWEEP HOLDINGS INC	00001173	201808-25	08/12/2018	324.69
237	CLEAN SWEEP HOLDINGS INC	00001295	530	07/26/2018	49.40
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00001294	547	08/16/2018	109.19
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00001991	1-2190028584	08/03/2018	3.25
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00001470	1-970137909	08/08/2018	149.76
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00001992	1-2320043603	08/09/2018	214.89
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00002121	1-3030046016	08/10/2018	130.65
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00001989	1-2190028698	08/13/2018	13.07
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00002125	1-2190028848	08/13/2018	154.05
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00001994	1-2210048791	08/13/2018	214.89
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00002128	1-3030046091	08/14/2018	52.26
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00002123	1-2190028846	08/22/2018	52.26
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00002124	1-2190028847	08/22/2018	48.13
17	DISCOUNT CAR AND TRUCK RENTALS LTD	00602127	1-2010057659	08/28/2018	66.76
17	DISCOUNT CAR AND TRUCK RENTALS LTD	00002126	1-2210049247	08/30/2018	

117	DISCOUNT CAR AND TRUCK RENTALS LTD	00001993	1-3030046505	08/30/2018	29.64
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00002122	1-970138942	09/04/2018	3.25
117	DISCOUNT CAR AND TRUCK RENTALS LTD	00002120	1-970138984	09/04/2018	3.25
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001495	940473461	08/30/2018	39.34
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001496	940514061	08/30/2018	91.00
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001497	940514072	08/30/2018	72.80
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001498	940580712	08/30/2018	5.20
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001499	940589963	08/30/2018	26.00
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001505	940618722	08/30/2018	151.06
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001500	940619116	08/30/2018	123.50
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001501	940619142	08/30/2018	147.13
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001502	940656931	08/30/2018	72.80
32	DOLLAR THRIFTY AUTOMOTIVE CANADA INC	00001503	940775931	08/30/2018	43.99
108	DWIGHT CRANE LTD	00001112	10035835	07/30/2018	29.56
108	DWIGHT CRANE LTD	00001111	10035836	07/30/2018	143.52
108	DWIGHT CRANE LTD	00001130	10035913	07/31/2018	237.90
108	DWIGHT CRANE LTD	00001305	10036100	08/13/2018	141.31
108	DWIGHT CRANE LTD	00001306	10036108	08/13/2018	144.30
29	DWIGHT CRANE LTD	00006889	10035630	08/17/2018	140.92
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001910	8500-2636-5413	08/07/2018	204.80
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001919	8500-2636-5495	08/07/2018	196.23
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001913	8500-2636-5536	08/07/2018	223.53
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001904	8500-2636-6339	08/07/2018	223.53
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001917	8500-2636-6537	08/07/2018	90.78
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001915	8500-2637-3234	08/07/2018	207.57
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001900	8500-2641-9530	08/09/2018	95.80
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001908	8500-2641-9598	08/09/2018	136.17
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001921	8500-2641-9629	08/09/2018	125.42
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001907	8500-2642-1732	08/09/2018	154.34
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001912	8500-2645-7396	08/11/2018	159.67
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001924	8500-2645-8030	08/11/2018	179.17
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001911	8500-2645-8390	08/11/2018	95.80
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001905	8500-2646-8892	08/13/2018	26.61
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001916	8500-2648-0224	08/13/2018	106.44
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001906	8500-2652-8210	08/15/2018	122.41
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001914	8500-2652-8723	08/15/2018	63.87
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001925	8500-2652-9842	08/15/2018	191.11

29	ENTERPRISE RENT A CAR CANADA COMPANY	00001894	8500-2652-9886	08/15/2018	149.02
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001895	8500-2653-0013	08/15/2018	276.70
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001902	8500-2654-6093	08/16/2018	90.78
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001897	8500-2654-6180	08/16/2018	90.78
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001901	8500-2655-3350	08/16/2018	64.84
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001923	7500-2861-1700	08/17/2018	122.41
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001909	8500-2657-6163	08/17/2018	35.66
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001920	7500-2864-3272	08/17/2018	149.02
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001903	8500-2661-3737	08/20/2018	35.66
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001918	8500-2662-2926	08/20/2018	64.94
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001899	8500-2665-6952	08/22/2018	110.23
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001898	8500-2672-3012	08/25/2018	38.91
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001893	8500-2641-9458	10/29/2018	84.05
29	ENTERPRISE RENT A CAR CANADA COMPANY	00001892	8500-2665-6895	10/29/2018	138.38
102	FOCUSED ON FOOD	00002247	14775	07/20/2018	378.04
102	FOCUSED ON FOOD	00001175	14777	08/03/2018	1,104.68
102	FOCUSED ON FOOD	00001176	14778	08/10/2018	866.78
198	FUELS INC	08001307	420808	07/17/2018	94.54
198	FUELS INC	00001308	421132	07/21/2018	45.17
198	FUELS INC	00001309	421578	07/24/2018	146.10
198	FUELS INC	00000899	421919	07/26/2018	46.61
198	FUELS INC	00001311	422112	07/30/2018	52.60
198	FUELS INC	00001310	422170	07/30/2018	63.49
165	HAMILTON POLICE SERVICE	00001312	422497	08/01/2018	57.99
165	HAMILTON POLICE SERVICE	00000651	1173	07/26/2018	49.37
165	HAMILTON POLICE SERVICE	00000652	1174	07/26/2018	93.65
165	HAMILTON POLICE SERVICE	00000654	1175	07/26/2018	96.55
165	HAMILTON POLICE SERVICE	00000655	1194	08/01/2018	270.54
115	IT'S A WRAP MOBILE RENTALS	00000446	R100	07/16/2018	156.00
115	IT'S A WRAP MOBILE RENTALS	00000668	R#101	07/16/2018	156.00
115	IT'S A WRAP MOBILE RENTALS	00000445	R106	07/16/2018	156.00
115	IT'S A WRAP MOBILE RENTALS	00000667	R#107	07/16/2018	156.00
115	IT'S A WRAP MOBILE RENTALS	00001386	R#108	07/16/2018	156.00
115	IT'S A WRAP MOBILE RENTALS	00001387	R#109	07/16/2018	156.00
115	IT'S A WRAP MOBILE RENTALS	00001388	R#110	07/16/2018	117.00
115	IT'S A WRAP MOBILE RENTALS	00001389	R#111	07/16/2018	52.00
115	IT'S A WRAP MOBILE RENTALS	00001382	R#102	08/29/2018	156.00

115	IT'S A WRAP MOBILE RENTALS	00001383	R#103	08/29/2018	156.00
115	IT'S A WRAP MOBILE RENTALS	00001384	R#104	08/29/2018	117.00
115	IT'S A WRAP MOBILE RENTALS	00001385	R#105	08/29/2018	32.50
238	KROW VFX INC	00001326	1800_001	08/03/2018	188.50
238	KROW VFX INC	00001327	1800_002	08/10/2018	266.50
238	KROW VFX INC	00001328	1800_003	08/14/2018	143.00
123	MAR-LYN LUMBER	00000449	56822	07/12/2018	282.96
123	MAR-LYN LUMBER	00000913	56831	07/17/2018	364.86
123	MAR-LYN LUMBER	00000911	56880	07/20/2018	236.69
123	MAR-LYN LUMBER	00002118	56923	07/27/2018	79.46
96	MASTERSFX INC.-CANADA	00001890	12257	07/30/2018	3,914.03
213	NORTH HOLLYWOOD EQUIPMENT RENTALS	00001036	5181	07/31/2018	299.00
213	NORTH HOLLYWOOD EQUIPMENT RENTALS	00001037	5182	07/31/2018	273.00
239	OLYMPUS CONSULTANTS	00001336	M18457	07/31/2018	561.60
239	OLYMPUS CONSULTANTS	00001582	M18475	08/09/2018	520.00
118	PENSKE TRUCK LEASING CO LTD	00001417	C065568155	07/25/2018	1.83
118	PENSKE TRUCK LEASING CO LTD	00001418	C065577558	07/25/2018	75.73
118	PENSKE TRUCK LEASING CO LTD	00001419	C065623639	07/25/2018	43.23
118	PENSKE TRUCK LEASING CO LTD	00001420	C065623686	07/25/2018	28.28
118	PENSKE TRUCK LEASING CO LTD	00001438	C065683798	07/26/2018	43.23
118	PENSKE TRUCK LEASING CO LTD	00001421	C065736477	07/31/2018	75.73
118	PENSKE TRUCK LEASING CO LTD	00001422	C065736561	07/31/2018	28.28
118	PENSKE TRUCK LEASING CO LTD	00001423	C065736656	07/31/2018	43.23
118	PENSKE TRUCK LEASING CO LTD	00001424	C065737167	07/31/2018	75.73
118	PENSKE TRUCK LEASING CO LTD	00001440	C065773345	07/31/2018	43.23
118	PENSKE TRUCK LEASING CO LTD	00001425	C065850935	08/09/2018	75.73
118	PENSKE TRUCK LEASING CO LTD	00001426	C065850975	08/09/2018	75.73
118	PENSKE TRUCK LEASING CO LTD	00001427	C065851062	08/09/2018	28.28
118	PENSKE TRUCK LEASING CO LTD	00001428	C065851099	08/09/2018	43.23
118	PENSKE TRUCK LEASING CO LTD	00001441	C065866960	08/09/2018	43.23
118	PENSKE TRUCK LEASING CO LTD	00001430	C065961827	08/09/2018	38.32
118	PENSKE TRUCK LEASING CO LTD	00001429	C065961953	08/09/2018	15.15
118	PENSKE TRUCK LEASING CO LTD	00001431	C065961982	08/14/2018	48.17
118	PENSKE TRUCK LEASING CO LTD	00001432	C065962010	08/14/2018	57.89
118	PENSKE TRUCK LEASING CO LTD	00001442	C066010656	08/14/2018	43.23
124	PRIMETIME PAINT & PAPER INC	00000454	174175	07/16/2018	195.80
124	PRIMETIME PAINT & PAPER INC	00001126	174529	07/27/2018	135.03

124	PRIMETIME PAINT & PAPER INC	00001338	175383	08/08/2018	42.08
246	R MCGILLY CASTING INC	00001471	2018.08.30	08/16/2018	770.95
194	REEL MEDICAL INC	00001345	4540	07/23/2018	23.48
194	REEL MEDICAL INC	00001346	4558	07/30/2018	266.91
194	REEL MEDICAL INC	00001347	4577	08/07/2018	129.19
194	REEL MEDICAL INC	00001348	4600	08/13/2018	219.38
236	SCOTTIABANK - VISA-Account	00001272	STMINT AU09 2018	08/28/2018	645.57
236	SCOTTIABANK - VISA-Account	00002012	STMINT SE12	09/12/2018	83.49
116	SCREEN LINX MANAGEMENT LTD	00000933	4617	07/19/2018	1,891.50
116	SCREEN LINX MANAGEMENT LTD	00000938	4618	07/19/2018	1,103.38
116	SCREEN LINX MANAGEMENT LTD	00000940	4619	07/19/2018	152.75
247	SOLOTECH INC	00002010	LT006574	07/31/2018	1,157.73
229	STAYBRIDGE SUITES HAMILTON-DOWNTOWN	00001138	BACK40218	08/09/2018	4,454.15
222	STUDENT TRANSPORTATION OF CANADA INC	00001101	50001092	07/26/2018	454.48
222	STUDENT TRANSPORTATION OF CANADA INC	00001103	50001093	07/30/2018	148.20
222	STUDENT TRANSPORTATION OF CANADA INC	00001104	50001120	07/31/2018	296.40
11	TOTAL TWO-WAY	00002384	36173	07/11/2018	650.00
11	TOTAL TWO-WAY	00002385	36627	08/21/2018	325.65
11	TOTAL TWO-WAY	00002386	36642	08/22/2018	-14.30
13	WEST END OFFSET	00000953	631	06/26/2018	254.40
13	WEST END OFFSET	00000955	703	07/20/2018	187.98
13	WEST END OFFSET	00001128	704	07/13/2018	102.40
228	WHITES LOCATION EQUIPMENT SUPPLY INC	00001462	26519258	08/20/2018	77.47
228	WHITES LOCATION EQUIPMENT SUPPLY INC	00001469	26519345	08/23/2018	17.88
228	WHITES LOCATION EQUIPMENT SUPPLY INC	00001468	26519346	08/23/2018	756.73
107	WILLIAM F WHITE INTERNATIONAL INC	00001025	20635417	08/17/2018	46.97
107	WILLIAM F WHITE INTERNATIONAL INC	00001449	20636171	08/22/2018	152.41
107	WILLIAM F WHITE INTERNATIONAL INC	00001450	20636172	08/22/2018	4.57
107	WILLIAM F WHITE INTERNATIONAL INC	00001930	20636541	08/27/2018	147.63
107	WILLIAM F WHITE INTERNATIONAL INC	00001926	20635810	10/30/2018	1,755.75
21	WISEACRE INC.	00000563	BPY004	07/23/2018	14.96
21	WISEACRE INC.	00000587	BPY005W	07/24/2018	336.96
21	WISEACRE INC.	00000708	BPZ006	08/01/2018	40.30
21	WISEACRE INC.	00000855	BPZ007W	08/01/2018	15.60
21	WISEACRE INC.	00001361	BPZ008W	08/01/2018	310.44
251	POTTS/GRAEME	00001532	1700	07/27/2018	91.00
226	2445481 ONTARIO LTD.	00001115	2018.08.13	08/13/2018	115.04

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218	BARRICK/DWAIN	00001079	PC534	08/03/2018	17.54
267	FRED SMITH STUDIO	00002204	272292	12/20/2018	39.00
249	GREAT LAKES FISHERY COMMISSION	00001507	2018.08.30	08/30/2018	77.20
129	HEHNER/JOSH	00000467	18-001-RB	07/15/2018	17.55
271	KODA NIVOLI GROUP INC.	00002224	0004	09/27/2018	64.74
211	COAST TO COAST R.V.	00001031	26006	07/13/2018	76.05
211	COAST TO COAST R.V.	00001032	26007	07/22/2018	59.15
211	COAST TO COAST R.V.	00001033	26008	07/22/2018	59.15
211	COAST TO COAST R.V.	00001999	26022	07/24/2018	18.20
120	DALLAS COACH	00001296	26009	08/05/2018	85.80
120	DALLAS COACH	00000436	7278	07/11/2018	143.00
99	DECADES PROPS & SET DRESSING	00000437	7279	07/11/2018	97.50
99	DECADES PROPS & SET DRESSING	00000360	489	07/16/2018	134.55
99	DECADES PROPS & SET DRESSING	00000491	532	07/19/2018	17.55
17	LOCK UP PROPS INC.	00000854	2018.07.30	07/30/2018	42.60
17	LOCK UP PROPS INC.	00000711	46566	07/12/2018	9.23
17	LOCK UP PROPS INC.	00000712	46644	07/20/2018	10.40
17	LOCK UP PROPS INC.	00000714	46654	07/21/2018	84.50
17	LOCK UP PROPS INC.	00001329	46620	07/18/2018	71.11
17	LOCK UP PROPS INC.	00001330	46661	07/23/2018	45.50
17	LOCK UP PROPS INC.	00001331	46701	07/26/2018	15.60
17	LOCK UP PROPS INC.	00001332	46822	08/03/2018	153.40
17	LOCK UP PROPS INC.	00001333	46846	08/07/2018	7.80

JTCs claimed on unpaid taxable expenses 46,514.02

UNITED STATES INC.
3247 4324 RT0001

Period: 2018-03-01 to 2020-07-09

tax collected

Account description	Revenue	Tax not collected
entertainment (see entry below)	40,000.00	5,200.00
entertainment-year end adjusting Nov.30/2019, entry #6	65,000.00	8,450.00
m-year end adjusting Nov.30/2019, entry #6	210,000.00	27,300.00
tax not collected		40,950.00

Item Number	Account description	Description	Doc Number	SC	Year Period	Trans No.	Am
CN	RBC CN\$124-643-8	AU13:DEPOSIT-A71 REINVESTMENT	JE082	JE	20181002	00001859	40,0
A71	REINVEST-A71 ENTERTAINMENT	A71 ENTERTAINMENT-REINVESTMEN~	JE082	JE	20181002	00001859	-40,0
A71	A71 ENTERTAINMENT/DIST.ADV.CDN RIG~	AU13:20% A71 ENTERTAINMENT-DI~	JE082	JE	20181003	00001859	-40,0
A71	REINVEST-A71 ENTERTAINMENT	A71 ENTERTAINMENT-REINVESTMEN~	JE082	JE	20181003	00001859	40,0

Year end entry	Description	Doc Number	Amount
11/30/2019	Funding receivable	3500 TB	1,066,750.00
11/30/2019	Funding: Telefilm	7106 TB	210,000.00
11/30/2019	Funding: OMDC	7104 TB	65,000.00
11/30/2019	Funding: A71 Entertainment/Dist adv Cdn	7102 TB	65,000.00
11/30/2019	Funding: 101 Films/dist adv UK rights	7101 TB	153,000.00
11/30/2019	Funding: William White - def	7110 TB	573,750.00
11/30/2019	Funding: 101 Films-Hollywood/dist adv Ir	7103 TB	
To record funding receivable			

APPENDIX H**To the Second Report of the Receiver**



Deloitte Restructuring Inc.
Bay Adelaide East
8 Adelaide Street West
Suite 200
Toronto ON M5H 0A9
Canada

www.deloitte.ca

Via Facsimile – 905-803-7849

May 26, 2022

Canada Revenue Agency
Audit Division, TSO 62-Toronto West
5800 Hurontario Street, 11th Floor

Attn: Susan Yu
PSV-GST-HST Auditor

Dear Ms. Yu:

Subject: In the matter of the Receivership of Back 40 Pictures Inc.

As you are aware, Deloitte Restructuring Inc. (“Deloitte”) acts as court-appointed receiver (the “Receiver”) of the books and records of Back 40 Pictures Inc. (“Back 40” or the “Company”). The Receiver is in receipt of your letter dated May 19, 2022 (the “Proposal”) setting out proposed audit adjustments to GST/HST returns filed by or on behalf of the Company. Our response to the Proposal is set out below.

ITCs claimed on unpaid taxable expenses

As we have previously advised, Back 40 has not ceased operations. It has licensed the film *Rabid* for distribution in Canada, the United States and the United Kingdom, and is party to distribution contracts that provide for the payment of royalty income to Back 40. The fact that existing accounts payable have not been settled does not preclude their eventual settlement. The Receiver suggests that adjustments relating to unpaid taxable expenses are premature.

Tax not collected

The investment from Telefilm Canada has not been collected in full. Of the \$210,000 referenced in the appendix to the Proposal that is due from Telefilm, \$105,000 plus HST was collected by the Company in April, 2021. The balance of \$105,000 plus HST (the “Telefilm Amount”) is only payable on the satisfaction of certain conditions, which include the delivery of sales and exploitation reports to Telefilm. While the Receiver and the Company have worked diligently to obtain these reports from the various distributors who are contractually obligated to provide them, many of the reports remain outstanding.

At this point, it is unclear whether the Company will be ever able to satisfy the outstanding obligations to Telefilm to permit the release of the Telefilm Amount. As this amount is unlikely to be received, we suggest that the adjustment relating to the Telefilm Amount be reversed.

Receiver's Discharge

Further to our telephone conversation on May 25, 2022, I confirm that the Receiver has scheduled a motion before the Ontario Superior Court of Justice (Commercial List) on June 14, 2022. While motion materials are still being prepared, it is the Receiver's intention to seek an order, *inter alia*:

- approving a course of action with respect to the Proposal;
- directing the Receiver to distribute funds on hand, net of certain professional fees, to the Royal Bank of Canada; and
- discharging Deloitte as Receiver of Back 40.

Please contact Richard Williams of the Receiver's office at richwilliams@deloitte.ca should you have any questions.

Yours truly,

DELOITTE RESTRUCTURING INC.,
solely in its capacity as Receiver
of Back 40 Pictures Inc., and not in its
personal or corporate capacity

Per:



Richard Williams CIRP LIT
Senior Vice President

APPENDIX I**To the Second Report of the Receiver**

TELEFILM
C A N A D A

1, Bathurst Street
Suite 100
Toronto, Ontario M5T 2S6
TELEFILM.CA

T 416 964-8800
F 416 964-8801
• 1-800-964-8800
E 905-964-8800

CANADA FEATURE FILM FUND – PRODUCTION AGREEMENT

Telefilm's G.S.T. registration number: R119479392

This Agreement is made as of May 2, 2018

BETWEEN: TELEFILM CANADA established by the *Telefilm Canada Act* (R.S.C. C-16, s.1, 1985) as amended, having its offices at:

474 Bathurst Street
Suite 100
Toronto, Ontario M5T 2S6

("Telefilm")

AND

Back 40 Pictures Inc.
210 Martindale Road, Suite C
St-Catharines, Ontario L2S 0B2
michael.walker@cogeco.ca
GST/HST registration number: 782474324

(Collectively, if applicable, the "Applicant")

Re: Rabid - 301531 (the "Project")

This Agreement sets forth the terms and conditions under which Telefilm will participate in the Project in accordance with the Policy. The Applicant acknowledges that the Applicant has full and complete knowledge of the Policy and that the Applicant agrees and undertakes to comply with all of the provisions thereof as long as this Agreement is in force.

SPECIFIC TERMS

1. APPLICANT'S PARTICIPATION

The Applicant undertakes to produce the Project in accordance with all the elements set out in the Key Conditions for Financing and in accordance with the Budget set out in Appendix A. No changes can be made to any element set out in the Key Conditions for Financing without Telefilm's prior approval. The Applicant further undertakes to comply, to Telefilm's satisfaction, with all the conditions listed in the Payment Schedule section of the Key Conditions for Financing, within the dates set out therein.

If Telefilm's Financial Participation is in the form of an Advance or an Investment, the Applicant acknowledges and agrees that all Production Revenue shall be paid in accordance with the Recoupment Structure set out in Appendix B.

2. TELEFILM PARTICIPATION

Subject to an adjustment under Article 8.03 of the Standard Terms, and to compliance by the Applicant with all of the other terms and conditions of this Agreement, Telefilm will make a Financial Participation in the Project in the type and in the amount set out in the Financial Participation section of the Key Conditions for Financing.

The Financial Participation will be payable in installments within 10 business days following the satisfaction of all of the applicable conditions set out in the Payment Schedule section of the Key Conditions for Financing.

3. ADDITIONAL TERMS

Not applicable.

Key Conditions for Financing

Project

Program	Running Time in Minutes
CFFF (Production) - Project budgeted at \$2.5 M or more	110
Is this an application for postproduction funding?	Language
No	English
Title	
Rabid	

International Coproduction

Is this an international coproduction? No

Lead Key Personnel

Role	Name (last name, first name)	Citizenship
Lead Producer	Walker, Michael	Canadian
Lead Director	Soska, Jen	Canadian
Lead Screenwriter	Sergii, Jan	Canadian

Key Personnel

Role	Name (last name, first name)	Citizenship
Highest Paid Performer	Vandervoort, Laura	Canadian
2nd Highest Paid Performer	TUA	Other country
Director	Soska, Sylvia	Canadian
Screenwriter	Soska, Jen	Canadian
Screenwriter	Soska, Sylvia	Canadian
Producer	Vidette, John	Canadian
Producer	Lalonde, Paul	Canadian
Executive Producer - Courtesy	Miller, David	Canadian
Executive Producer - Courtesy	Labi, Jessica	Canadian
Executive Producer - Courtesy	Lyon, Andy	Other country

Financial Participation

Type of Financial Participation: Investment

Financial Participation (CAD): 1,800,000.00

Any outstanding balance of the Financial Participation is payable to the order of: Back 40 Pictures Inc.

Telefilm's Financial Participation represents 32.84% of the total Budget set at 5,480,545.00 (CAD) (the "CFFF Percentage")

Financial Structure

Source	Category	Type	Amount (CAD)	% Canadian
Telefilm Canada	FIC	Investment	1,800,000.00	12.78
Federal Tax Credit	Federal Government	Investment	217,213.00	3.97
Provincial Tax Credit	Provincial Governments	Investment	1,519,331.00	27.72
Agency 71	Distributors	Advance	200,000.00	3.65
Shout! Factory, LLC	Foreign	Advance	645,500.00	11.78
Ontario Media Development Corporation	Provincial Governments	Advance	125,000.00	5.93
101 Films	Foreign	Advance	190,000.00	3.47
William F. White International Inc.	Other Canadian	Deferral	150,000.00	2.74
Urban Post Production	Other Canadian	Deferral	50,000.00	0.91
Producer Deferral	Producers	Deferral	383,001.00	6.99
Total			5,430,545.00	

Budget Requirements

The Applicant has allocated the following amounts to the Budget items listed below:

Budget Line	Description	Name	Amount (CAD)	Corporate Overhead	Producer Fees	Other Fees	Capped Amount	Related Party Transactions
01.01	Story Rights	John Vidette	50,000.00			X	X	X
04.05	Producer	Michael Walker	100,000.00		X		X	X
04.05	Producer	Paul Lalonde	100,000.00		X		X	X
4.05	Producer	John Vidette	100,000.00		X		X	X
72.01	Corporate Overhead	Back 40 Pictures Inc.	150,000.00	X			X	X
Total			509,000.00	150,000.00	300,000.00	50,000.00	509,000.00	509,000.00

If any of the above-listed Budget items are capped, the Applicant will not expend any further amounts for such Budget items.

Distributors

Name	Territory	Term	Rights	Minimum Guarantee (CAD)
A71 Entertainment	Canada	15 years	Theatrical; Home Video; Internet; Non-Theatrical; VOD	200,000.00
Shout! Factory, LLC	United States	15 years	Home Video; Digital; Broadcast; Non-Theatrical (excluding music rights and merchandising)	645,000.00
101 Films	United Kingdom	17 years	Theatrical; Non-Theatrical; Ancillary (Ship; Hotel); Home Video; Television; VOD; New Media	100,000.00

Name	Territory	Term	Rights	Minimum Guarantee (CAD)
Film Mode Entertainment	World Ex. North America & the United Kingdom	20 years	All Rights	100
Total				1,035,500.00

Prints and Advertising Commitment

Minimum expenditures on Prints and Advertising in the Canadian territory (CAD): 500,000.00

Versioning

The Applicant must provide a version of the Project in the language set out below and in accordance with the following budgeted amounts:

Budget Line	Description	Language	Amount (CAD)
68.04	Closed Captioning, Digital Encoding, Subtitling in the other official language	English/French	10,000.00
Total			10,000.00

Completion Protection

Completion guarantee required (see Standard Terms for details)

Payment Schedule

Provided that the Applicant has complied with every provision of this Agreement and/or in default thereof, Telefilm shall pay its Financial Participation in the following installments within 10 business days of the satisfaction and acceptance by Telefilm of all of the applicable conditions listed hereafter:

Description	% of Financial participation	Amount (CAD)	Projected Delivery Date
Drawdown 1 <ul style="list-style-type: none"> - Conditions: <ul style="list-style-type: none"> - Two fully executed Telefilm Agreements; - Telefilm's approval of marketing cost for the following titles: <i>Brave (Laura Vandervoort's pre-approval)</i>, <i>Cherish and Brad</i>; - A fully executed short term loan with Media Finance Capital; - Two fully executed term sheet with Media Finance Capital; 	25.00	450,000.00	May 4, 2018
Drawdown 2 <ul style="list-style-type: none"> - Conditions: <ul style="list-style-type: none"> - An executed Completion Guarantee as specified in the Standard Terms; - Proof of completion or general liability and entertainment liability insurances as specified in the Standard Terms; - The executed long form distribution agreement with Film Mode Entertainment (Telefilm acknowledges provision of this document) 	35.00	630,000.00	May 11, 2018
Drawdown 3 <ul style="list-style-type: none"> - Conditions: <ul style="list-style-type: none"> - Written confirmation from the Applicant of completion of principal photography including: - Contracts or deal memos for producer, director, writer and key cast; - An up to date interim cost report; 	20.00	40,000.00	May 11, 2018
Drawdown 4 <ul style="list-style-type: none"> - Conditions: <ul style="list-style-type: none"> - Screening and approval by Telefilm of the final cut to be premier-locked; - The preliminary distribution report (as specified in the Standard Terms) including appropriate mention of the Talent Fund or the Rogers Group of Funds, if applicable; - An up to date interim cost report; 	20.00	40,000.00	See 2A, 2018

Description	% of Financial participation	Amount (CAD)	Proposed Delivery Date
Drawdown 5	100%	1,800,000.00	May 11, 2025
<ul style="list-style-type: none"> • Conditions: <ul style="list-style-type: none"> - Final cost documentation complying in all respects with the requirements of Telefilm Canada's Accounting and Reporting Requirements guidelines as specified in the Standard Terms, including confirmation of final Financial Statements/explanatory notes for reconciling variances between the final cost report and the budget, for variances between the RPT indicated in the Budget and those indicated in the final certified activity cost statement ("COACS") and for the commitments of accounts payable and accrued liabilities, if they are exceeding 10% of the Budget (copies of invoices to be provided, as necessary), FCACS and the detailed final cost report upon which the FCACS is based; - Errors and Omissions insurance certificate as specified in the Standard Terms, with a exclusions (i.e. music, title, territory, internet, etc.); - The final on-screen credits, as specified in the Standard Terms, including appropriate mention of the Talent Fund or the Region Group of Funds, if applicable; - Canadian Content Declaration (available on Telefilm Canada's website); - Written acceptance by Film Media Entertainment of the contracted delivery items; - Written acceptance by Shaw's Factory of the contracted delivery items; - Evidence of delivery from the Library and Archives Canada ("LAC") of: one (1) Unencrypted Digital Cinema Package (DCP) compliant to SMPTE 400 in line-up guidelines and one (1) DVD or Blu-ray names/addresses of all rights holders; and full list of credits (see the Standard Terms for more details on the required elements and LAC's address). Please allow a minimum of four to six weeks for confirmation of delivery from LAC. Confirmation that the content required for the "Film" component has been uploaded on the Eye On Canada website in accordance with the Standard Terms; - Receipt of ISAN registration number, if applicable; - 10x professional quality DVD copies of the final Project; - The Collection Annex Management Agreement, if applicable; - Signed and completed Questionnaire on the Independence of the Auditor (available on Telefilm's website); - Written acceptance by 101 Films of the contracted delivery items; - Written acceptance by A/T of the contracted delivery items; - Completed CITE Affidavit (waiver for Non-Canadian Executive(s) only) for the Non-Canadian courtesy Executive Producer credits as set out in this Agreement; - Telefilm's Acknowledgment Agreement executed by the APPLICANT, if required by Telefilm; 			
Total	100%	1,800,000.00	

STANDARD TERMS

1.00 DEFINITIONS AND INTERPRETATION

1.01 In this Agreement:

(a) "Advance" means, if applicable, a repayable advance made by Telefilm to the Applicant to be used in the funding of the Project and to be repaid from Production Revenue in accordance with the terms of this Agreement;

(b) "Agreement" means this written agreement including the Specific Terms, the Key Conditions for Financing, the Standard Terms, together with all attached exhibits, schedules and documents;

(c) "Broadcasters" means any person, partnership or entity engaged in Broadcasting;

(d) "Broadcasting" means transmission or delivery by over-the-air broadcasting, cable, satellite, telecommunication, internet or other computer network, or any other means or medium of transmission or delivery, of any and whatsoever whether analog or digital, now or hereafter known;

(e) "Budget" means the total budget of the Project, a copy or summary of which is attached as Appendix A;

(f) "Canada Feature Film Fund" or "CFFF" means the Canada Feature Film Fund administered by Telefilm;

(g) "Canadian" means:

- (i) a citizen of Canada within the meaning of the Citizenship Act, as amended from time to time; or
- (ii) a permanent resident within the meaning of the Immigration and Refugee Protection Act as amended from time to time; or
- (iii) a corporation or other entity constituted pursuant to the laws of Canada or a province or territory of Canada which is Canadian-controlled within the meaning of the Investment Canada Act, as amended from time to time;

(h) "Contribution" means, if applicable, a non-repayable financial contribution paid by Telefilm to the Applicant to be used in the funding of the Project;

(i) "Distribute" means any act of Distribution;

(j) "Distribution" means distribution, subdistribution, co-financing, syndication, licensing, selling, leasing and exploitation of any kind whatsoever;

(k) "Distributors" means any person, partnership or entity engaged in Distribution;

(l) "Final Cost of Production" means the final cost of production required to complete and deliver the Project, as accepted by Telefilm after review of the production cost reports, the final cost report or final certified account cost statement (as applicable), and any sums by Telefilm under these Standard Terms;

(m) "Financial Participation" means Telefilm and financial participations in the Project in the type and amount set out in the Key Conditions for Financing;

(n) "First Commercial Exploitation of the Project" means the first release of the Project in libraries or on a digital platform, with the exclusion of a release during a festival or promotional festival;

(o) "Greenlight Financing" means, if applicable, a repayable advance previously made by Telefilm in the Project that will form part of Telefilm's Financial Participation under the terms of the Agreement;

(p) "Investment" means, if applicable, the equity investment by Telefilm in the Project which results in copyright ownership in the Project and which is to be repaid from Production Revenue in accordance with the terms of this Agreement;

(q) "Non-Family Financing" means, if applicable, financing made to the Project pursuant to the Canada-France Mini-Treaty Agreements on Cinematographic Production in American Production and that will form part of Telefilm's Financial Participation;

(r) "Policy" means collectively, and as applicable, the Telefilm guidelines for the program under which the Project is submitted (as set out in the Key Conditions for Financing), the Information Document on Financial Selective Assistance for Canada-France Coproductions, and the applicable Telefilm business policies;

(s) "Project" means the audiovisual project set out on the first page of the Agreement and described in the Key Conditions for Financing and all versions thereof, and includes all motion picture and sound elements thereof whether recorded or stored on film, videotape, cassette, computer disk or any other analog or digital (now or hereafter known) and including elements created or used in producing such Project but not incorporated in any final version and all copies in any such medium of such Project and elements;

(t) "Production Agreement" means any agreement or obligation of the Applicant relating to the Project in any manner whatsoever, including without limitation any agreement relating to the Subsidiary Rights, the Subsidiary Works or the Financing, Distribution or Broadcasting of the Project;

(u) "Production Revenue(s)" means any and all revenues and other consideration which the Applicant or one of its Related Parties is at any time entitled to receive, on its own behalf or on behalf of others, on any territory, from the Distribution of the Project, of the Subsidiary Rights or Subsidiary Works, as well as the amounts deemed to have been received by the Applicant pursuant to Article 5.08, provided that Production Revenue shall not include any amounts included in the Financial Structure of the Project as set out in the Key Conditions for Financing (other to the extent that such amounts are deemed to be Production Revenue by Article 6.04 of these Standard Terms);

(v) "Related Parties" means parties that are related within the meaning of the CPA Canada Handbook, as amended, supplemented or replaced from time to time, as that

definition may be adapted by Talefilm to the context of the film and television industry;

- (w) "Related Party Transactions" means any transaction or payment in connection with the Project with or to any Related Party to the Project or the Applicant;
- (x) "Subsidiary Rights" means all of the rights associated with the Project, other than the copyright in the Project itself, including all rights in and to the elements of the Project (no matter, without limitation, the script and all underlying materials relating to the Project: stock footage or images with or without sound recorded on film, tape or other storage format taken from the Project; music including rights to the musical composition and to sound recordings and the performance; unrelated literary characters; name, merchandising, marketing, promotion, adaptation, publication, live theatre, radio, cassette, audio, print, television series, foreign language translations and audio reproduction rights and all rights arising from the involvement in the Project of all directors, performers, composers and musicians);
- (y) "Subsidiary Works" means all works and products, present or future, created as a result of the exploitation of any Subsidiary Rights;
- (z) "Trust Fund Financing" means, if applicable, financing awarded by Talefilm's Trust Fund to the Project and that will form part of Talefilm's Financial Participation;
- (aa) "Trust Copyright Assignment" means, if applicable, the CFFP assignment set out in (i) the Key Conditions for Financing;

2.00 FINANCIAL PARTICIPATION

- 2.01 The type of Financial Participation provided by Talefilm to the Project (either as an Advance, an investment, or a Contribution) is set out in the Key Conditions for Financing;
- 2.02 If the Financial Participation involves Non-Treaty Financing or Trust Fund Financing, the financing shall form part of Talefilm's total Financial Participation and it shall be receivable upon the same terms and conditions set out in this Agreement, if applicable;
- 2.03 If the Project has received Greenlight Financing, the financing shall form part of Talefilm's total Financial Participation and it shall be receivable upon the same terms and conditions set out in this Agreement. If Talefilm's total Financial Participation is in the form of an investment, the Greenlight Financing shall be converted into an investment as of the date of the first payment made by Talefilm pursuant to the Payment Schedule section in the Key Conditions for Financing;
- 2.04 Unless directed otherwise by the Applicant, Talefilm's Financial Participation will be paid by way of direct deposit into the bank account specified by the Applicant in Talefilm's Medfront portal. The Applicant acknowledges being solely responsible for the accuracy of the banking information provided to Talefilm and guarantees that the beneficiary of the bank account specified in Talefilm's Medfront portal is the person identified in the Key Conditions for Financing as receiving payment of Talefilm's Financial Participation. The Applicant undertakes to inform Talefilm in writing in writing of any changes to the banking information. Talefilm shall incur no liability for any delay, non-receipt, expense or other loss, arising as a result of incomplete or incorrect information provided by the Applicant, pending the payment of the direct deposit or failure to transmit a confirmation of the deposit. If the

Applicant fails to fill out the banking information as required in Talefilm's Medfront portal within 10 days of the signature of this Agreement, this will be considered an event of default giving rise to Talefilm's rights upon default set out herein.

3.00 PAYMENT SCHEDULE CONDITIONS

- 3.01 All the conditions required in the Payment Schedule section of the Key Conditions for Financing must be acceptable in form and substance to Talefilm. The failure to provide acceptable documents to Talefilm or in accordance with the applicable due dates will be considered an event of default under this Agreement and Talefilm will have the right to exercise any of the rights set out in this Agreement and at law, including the right to refuse or require reimbursement of the Financial Participation. Talefilm reserves the right to require any other information, report, document or condition relating to the Project. Talefilm may, at its absolute discretion, waive any condition set out in the Payment Schedule. In the event that Talefilm waives any such condition, this shall not be construed as a general waiver and Talefilm reserves the right to require the reinstatement and payment of any requirement that it may have waived;
- 4.00 **ASSIGNMENT OF COPYRIGHT IN CASE OF AN INVESTMENT**
- 4.01 This Article 4.00 is applicable only if Talefilm's Financial Participation is in the form of an investment;
- 4.02 Subject to the exclusions in Article 4.03, the Applicant hereby assigns to Talefilm, effective upon Talefilm's first payment of the Financial Participation pursuant to the Payment Schedule section of the Key Conditions for Financing, an undivided ownership interest in each of:
- the copyright in the Project;
 - all Subsidiary Rights owned or controlled by the Applicant; and
 - the copyright in all Subsidiary Works owned or controlled by the Applicant;
- which shall equal to the Talefilm Copyright Proportion of the total;
- 4.03 The rights assigned by the Applicant to Talefilm in Article 4.02 do not include the right to exploit the Distribution rights relating to the Project and do not include the right to authorize a third party (other than a Related Party to the Applicant) to produce and/or exploit any Subsidiary Works. Without limiting the generality of the foregoing, the Applicant retains its exclusive rights to:
- exploit on its own the Distribution rights relating to the Project, provided that the applicable provisions of this Agreement, in particular Articles 9.00 and 17.00, are complied with;
 - on its own, authorize (whether by way of sub-assignment, license or otherwise) third parties (other than a Related Party to the Applicant) to produce and/or exploit the rights of merchandising, publication or adaptation of the Project, including but not limited to, in the form of novelization, live theatre, radio, cassette, audio, records, television series, foreign language, multimedial and other reproduction rights, provided that the applicable provisions of this Agreement are complied with;

- 4.04 The Applicant shall however keep Telefilm informed in any exercise of the exclusive rights mentioned in Article 4.02 (including for purposes of the revenue sharing under this Agreement, it being understood that any royalty or amount collected by the Applicant in connection with the exercise of these exclusive rights shall be considered Production Revenue and be subject to the agreed upon revenue share of Telefilm under this Agreement.
- 4.05 In the event that, pursuant to Article 5.02 below, an amendment agreement is entered into in respect of the Project which has the result that the Financial Participation percentage is (percentage) (the "Amended Telefilm Copyright Percentage") of the Final Cost of Production that is different than the Telefilm Copyright Percentage, each of Telefilm's foregoing ownership interests shall, effective as of the date of such agreement, be automatically adjusted so equal the Amended Telefilm Copyright Percentage of the respective GMS.
- 4.06 For greater certainty, Telefilm's ownership interests assigned by the Applicant under Article 4.02 above shall reserve Telefilm's right to receive any and all transmission royalties claimed and collected by the Applicant on behalf of Telefilm; Telefilm's share of total retransmission royalties claimed or collected by the Applicant shall be the Telefilm Copyright Percentage or the Amended Telefilm Copyright Percentage if applicable. The Applicant shall report and pay such retransmission royalties to Telefilm in the same form as it reports and pays Production Revenue to Telefilm.
- 4.07 The Applicant shall immediately upon Telefilm's request do all things and execute all further documents, including without limitation any assignment or registration of copyright, which Telefilm deems necessary or desirable in connection to this Article 4.07, and the Applicant hereby appoints Telefilm its lawful agent and attorney with full power and authority to do and execute on behalf of the Applicant and on the Applicant's behalf any and all such further things and documents.
- 5.00 APPLICANT'S COVENANTS - PRODUCTION REVENUE**
- 5.01 This Article 5.00 is only applicable if Telefilm's Financial Participation is in the form of (a) Advance or an Investment.
- 5.02 The Applicant shall provide or cause all participants of the Project to provide Telefilm with a complete circulation report on all aspects of the Distribution of the Project, including copies of Distributors' reports:
- (a) If the Project's Budget is under 2.5 million dollars:
- These circulation reports must be provided on the first day of February and August, in each year for the periods ending on the last day of December and June for the first 24 months following the First Commercial Exploitation of the Project, whether or not Production Revenue is generated by the Project.
- (b) If the Project's Budget is 2.5 million dollars or more:
- These circulation reports must be provided on the first day of February and August, in each year for the periods ending on the last day of December and June for the first 24 months following the First Commercial Exploitation of the Project, whether or not Production Revenue is generated
- by the Project. Thereafter, the circulation reports must be submitted annually on the first day of February for the year ending on the last day of December for 10 years, whether or not Production Revenue is generated by the Project and for any additional year in which Production Revenue is generated by the Project.
- 5.03 The circulation reports set out in Article 5.02 must identify the Production Revenue, the fixed expenses incurred in the collection of such Production Revenue and all other deductions made in arriving at the amount due to Telefilm and other financial partners entitled to share in Production Revenue. All of the foregoing information shall be set out separately by territory, with Canada treated as a separate territory and presented according to the requirements of the GMS.
- 5.04 (a) Upon submission of the circulation reports referred to in Article 5.02, the Applicant shall pay to Telefilm the proportion of Production Revenue due to Telefilm.
- (b) Alternatively, if Telefilm so requests, the Applicant agrees to cause any Distributor of the Project to pay directly to Telefilm the proportion of Production Revenue due to Telefilm, but in the event that notwithstanding such instruction, such Distributor pays Telefilm's portion of Production Revenue to the Applicant, such Production Revenue shall on received by the Applicant as trustee for Telefilm and the Applicant shall however pay it directly to Telefilm.
- 5.05 Telefilm is hereby appointing the Applicant's lawful agent and attorney with full power and authority to obtain any information and documentation due to the Applicant in relation to the Distribution of the Project in order to, among other things:
- (a) ascertain what Production Revenue is due to the Applicant, Telefilm and others in connection with the Project; and
- (b) commence and prosecute all actions and other legal proceedings, with notice thereof to the Applicant, which Telefilm deems expedient for the purpose of collecting such Production Revenue.
- 5.06 The Applicant shall ensure that all Production Revenue or field, from the time of receipt by the Applicant until it is paid to the parties entitled to receive it, is in an interest-bearing account for the benefit of all such parties. The interest shall form part of the Production Revenue.
- 5.07 In the case where Telefilm's share of Production Revenue is derived from arm's-length Distributors, Telefilm will grant to the Applicant a discount of 5% of the amount that otherwise would have been payable to Telefilm under this Agreement. Such discount shall be considered full compensation for all of the Applicant's administrative expenses and costs for recording and remitting Telefilm's share of Production Revenue. For clarity, in the event that Telefilm has approved a collection account management agreement for the collection and remittance of Production Revenue, the Applicant shall not be entitled to the 5% discount.
- 5.08 (a) (i) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

- or on any original production on which the Project is based (a "Franchise Production") is produced by any person or entity (excluding the Applicant) but including any Related Party),
- (b) the rights to produce such Franchise Production have at any time been owned or controlled by the Applicant or by a Related Party to the Applicant; and
- (c) Telefilm believes that it did not incur any amount equivalent to the limit of Production Revenue that would be owed to Telefilm had the rights to produce such Franchise Production been granted at fair market value.

The Applicant shall be deemed to have sold the rights to produce such Franchise Production for a lump sum payment equal to the fair market value of such rights at the time Telefilm learns of the making of the Franchise Production and such amount shall be deemed to be Production Revenue received by the Applicant at that time, whether or not the Applicant or any Related Party actually receives any consideration, payments or other benefits from any third party in connection with the Franchise Production, regardless of the date, the form, the nature and the timing of the receipt of any such consideration, payments or benefits.

Unless the Applicant can demonstrate otherwise, for the purpose of calculating the fair market value of the rights deemed to have been sold by the Applicant, such rights shall be deemed to be for all territories, languages and media, without limitation.

The fair market value of the rights deemed to have been sold by the Applicant shall be determined by an independent expert appointed by Telefilm. Such determination shall be binding upon the Applicant and Telefilm.

In the event the expert requires the assistance of the Applicant or of any Related Party for the purpose of determining such fair market value, the Applicant shall fully cooperate with the expert (or shall cause the Related Party to fully cooperate with the expert), as applicable.

In the event the expert does not provide an exact amount but provides a range of values, the midpoint of such range shall be used.

All amounts (including fees and disbursements) incurred for the services of the appointed expert shall be borne by the Applicant unless the difference between the amount determined by the expert and the amount reported by the Applicant to Telefilm as Production Revenue received from the sale of the rights to produce the Franchise Production is less than 10%. In which case the amount required to return the amount of the expert shall be paid by Telefilm.

Notwithstanding the above, there may be more than one Franchise Production for the Project.

Notwithstanding the above, Telefilm may, with the consent of the Applicant, use a different formula or mechanism to determine the amounts that will be considered Production Revenue of the Project if a Franchise Production is made based on the Project.

For greater certainty, if the term Applicant used herein refers to more than one person:

- (a) this Article 5.08 will apply whether the rights to produce the Franchise Production were owned, in whole or in part, by any or all of the members of the group formed by those persons and by their Related Parties (the "Qualient Group");
- (b) the Applicant shall be deemed to have sold the rights to produce the Franchise Production in accordance with this Article 5.08 if a Franchise Production is produced, in whole or in part, by one or more members of the Qualient Group who did not originally own the rights to produce the Franchise Production.

If the Project's Budget is under 25 million dollars and if Telefilm's Financial Participation is in the form of an investment, this Article 5.08 will only apply if the rights to produce the Franchise Production have been sold at any time during the period ending 24 months after the Final Commercial Exploitation of the Project.

5.00 FINANCIAL STRUCTURE

5.01 If the applicant received more than the financing amounts indicated in the Financial Structure set out in the Key Conditions for Financing, the Applicant is nevertheless responsible for controlling any surplus.

5.02 No change to the Project's Financial Structure's participants or amounts will be permitted without Telefilm's prior written approval.

5.03 All funds set out in the Financial Structure are in Canadian dollars. Any financing listed in the Financial Structure that was paid to the Applicant in foreign currencies shall be converted into Canadian dollars in accordance with the exchange rate set out in the Foreign Currencies section of the Key Conditions for Financing, if applicable. The Applicant shall be responsible for any shortfall in the Financial Structure due to exchange rate fluctuations.

5.04 If Telefilm's Financial Participation is in the form of an advance or an investment and unless otherwise provided herein, in the event that the total final financing of the Project exceeds the Final Cost of Production with adjustment of Telefilm's Financial Participation and/or any third party financing which is variable in respect of the Final Cost of Production) such excess financing shall be deemed to be Production Revenue and paid out accordingly. If Telefilm's Financial Participation is in the form of a Contribution, Telefilm reserves the right to apply this excess financing to reduce its Financial Participation amount per rate and pass it with any other financiers who are also entitled to equity. In such case, the parties agree to amend the Agreement in order to adjust the financing amounts.

5.05 Articles 5.06 and 5.07 are only applicable if Telefilm's Financial Participation is in the form of an Advance or an Investment.

5.06 Tax credit amounts in excess of those included in the financing of the Project shall be applied as follows:

- (a) If the Canadian Film or Video Production Tax Credit ("FTC" or "Federal Tax Credit") is included in the Financial Structure:

If the FTC received by the Applicant is greater than the amount indicated in the Financial Structure, the excess FTC amount shall be applied as follows (as applicable): first, to reduce any investment amount set out in the "Producer"

	<p>category of the Financial Structure; second, to reduce any Related Party distribution advance (minimum guarantee) which is to issue more favourably than pro rata, pari passu in any territory; and third, any remainder may be kept by the Applicant and will not be considered as Production Revenue (and shall be added to any budget overages as required). To effect any reductions from the first two steps, an amount equal to the total of any such reductions will be added to the Financial Structure under the category "FTC". The Recoupment Structure set out in Appendix B will be adjusted as necessary to reflect the foregoing.</p>	
	<p>(d) If the FTC is not included in the Financial Structure</p> <p>The Applicant acknowledges that should the Broad quality file and receive an FTC, the FTC amount shall be applied to reduce Telefilm's Financial Participation pro rata pari passu with any other funders who are also entitled to reduce. In such case, the parties agree to amend the Agreement in order to adjust the financing amounts and the Recoupment Structure in Appendix B to reflect the financing.</p>	
	<p>(e) For English language projects only, if a provincial tax credit is included in the Financial Structure of the Project:</p> <p>If the provincial tax credit received by the Applicant is greater than the amount indicated in the Financial Structure, the excess shall be applied first (if applicable) to reduce any related party distribution advance which is to issue more favourably than pro rata, pari passu in any territory; any remainder may be kept by the Applicant (and applied to any budget overages as required).</p>	
	<p>(f) For French language projects only, if a provincial tax credit is included in the Financial Structure of the Project:</p> <p>If the provincial tax credit received by the Applicant is greater than the amount indicated in the Financial Structure, the excess shall be applied as follows (as applicable): first, to reduce the amount of advances; second, to reduce the investment amount set out in the "Producer" category of the Financial Structure; and, third, any remainder shall be considered as Production Revenue and shall be paid in accordance with the Recoupment Structure in Appendix B.</p>	
6.07	<p>Any additional financing secured before the inception of the Project to a Broadcaster or Distributor (including an increase in financing due to exchange rate fluctuations), which (subject to prior approval by Telefilm), be allowed to reduce the investment amount set out in the "Producer" category of the Financial Structure (and in such case the Applicant's recoupment position will be correspondingly reduced). No pre-sale or minimum guarantee secured after execution of this Agreement may be included in the Financial Structure; any such pre-sale or minimum guarantee will be treated as Production Revenue.</p>	
6.08	<p>APPLICANT'S COVENANTS - REPORTING REQUIREMENTS</p>	<p>6.01 The Applicant shall, forthwith upon the completion of the Project, submit to Telefilm:</p> <p>(a) If the Budget for the Project is in excess of \$500,000, a final certified activity cost statement (FCACS) accompanied by an independent auditor's report and the cost report upon which the FCACS is based;</p> <p>(b) If the Budget for the Project is in excess of \$250,000 (and equal to or less than \$500,000), a final certified activity cost statement (FCACS) accompanied by an independent public accountant's review engagement report and the cost report upon which the FCACS is based;</p> <p>(c) If the Budget for the Project is equal to or less than \$250,000, an unverified final cost report, supported by an affidavit.</p> <p>However, Telefilm reserves the right to require that an audit or review engagement be performed, regardless of the Budget level for the Project.</p> <p>All final cost reports or final certified activity cost statements, shall set out the amount budgeted for each cost category described in the Budget, the expenditures actually incurred in each such cost category, and the difference between these expenditures and their corresponding budgeted amounts. Any costs that Telefilm deems excessive, inflated or unreasonable may cause Telefilm to adjust the amount of its participation.</p> <p>The Applicant shall ensure that all of the above-mentioned documents, costs and activities comply in all respect with the requirements of the Accounting and Reporting Requirements, guidelines (as amended, supplemented or replaced from time to time) which the Applicant acknowledges having received and reviewed.</p>
		6.02 Telefilm reserves the right to require from the Applicant, at any time and at Telefilm's absolute discretion, consolidated and audited annual financial statements.
		6.03 The Applicant undertakes to provide to Telefilm once a year following the Fiscal Commercial Establishment of the Project, for a period of seven years, a report measuring the success of the Project on the commercial and cultural levels, in compliance with the template available on Telefilm's website portal.
		6.04 The Applicant shall submit to Telefilm a copy of all publicity and promotion materials relating to the Project available to the Applicant and for which the Applicant is obliged by the Agreement to obtain within fourteen (14) days of their creation.
		6.05 The Applicant shall supply Telefilm with any other information or reports relating to the Project required by Telefilm.
		6.06 Upon Telefilm's request and/or, as specified in the Payment Schedule section of the Key Conditions for Financing, the Applicant shall provide, in a form satisfactory to Telefilm, an itemized cost statement showing amounts spent to date and estimates to date for completion, a daily production report, and electronic access to or physical copies of dailies or bulk of the PRODUCE.
6.09	<p>APPLICANT'S COVENANTS - REPORTING REQUIREMENTS</p>	<p>6.00 APPLICANT'S COVENANTS - ACCOUNTING</p>

3.01	<p>The Applicant shall maintain at its place of business or in an archival facility, or in either case, in Canada, full and proper books of account and all documents relating to all aspects of the production and Distribution of the Project. Such books shall be maintained in accordance with generally accepted accounting principles and such books and documents shall be retained for a period of five years from the year in which the Project was completed.</p>	3.04	<p>For the purposes set out in Article 3.03 above, Telefilm shall have, with respect to any such party, the same exemption and audit rights and the same right to veto, except to the extent Telefilm has under Article 3.04 above with respect to the Applicant and its associated legal entities.</p>
3.02	<p>The Applicant shall maintain separate books of account to record for all transactions related to the financing and production costs of the Project.</p>	3.05	<p>The Applicant shall ensure that the Applicant's or the Applicant's appointed representative's examination and audit rights in respect of Distribution agreements are not limited to less than two times per year and that Distributors will not be permitted to close or lock their books at any time during the term of any Distribution agreement in for so long as the Distributor receives Production Revenues, whichever occurs later. The Applicant shall not exercise its examination and audit rights in such a way as to prevent Telefilm from exercising its examination and audit rights as the Applicant's appointed representative at least twice per year.</p>
3.03	<p>(a) If the Project is not an international treaty coproduction:</p> <p>In the event that the Final Cost of Production is less than the Budget then, at Telefilm's sole discretion, Telefilm's Financial Participation may be reduced by any amount(s) up to the amount(s) that would reduce the Financial Participation to the CFFF Percentage of the Final Cost of Production.</p> <p>(b) If the Project is an international treaty coproduction:</p> <p>In the event that the Canadian portion of the Final Cost of Production is less than the Canadian Budget then, at Telefilm's sole discretion, Telefilm's Financial Participation may be reduced by any amount(s) up to the amount(s) that would reduce the Financial Participation to the Canadian CFFF Percentage of the Canadian portion of the Final Cost of Production.</p> <p>In all cases, if Telefilm chooses to make any such reduction, the provisions of this Agreement shall be amended by an amendment agreement in form and substance satisfactory to Telefilm. The Applicant agrees to execute such agreement upon request by Telefilm and to indemnify and to reimburse Telefilm the amount of any such reduction.</p>	3.06	<p>APPLICANT'S COVENANTS - DISTRIBUTION</p>
3.04	<p>The Applicant shall ensure that Telefilm has the right at any time to examine, take copies or provided with excerpts from or to have audited by an auditor of its choice any and all books, records and other documents of the Applicant and/or any legal entity which, in the opinion of Telefilm, is a Related Party to the Applicant. On reasonable notice to the Applicant and during regular business hours, Telefilm shall at Telefilm's sole discretion, exercise its audit rights (i) at the Applicant's place of business or any other place determined by Telefilm after consultation with the Applicant; and/or (ii) by receiving from the Applicant at the office of Telefilm any information or excerpts from documents requested by Telefilm. The issuance of the final drawdown payment by Telefilm shall in no way derogate from Telefilm's audit rights. Without limiting the generality of the foregoing, the issuance of the final drawdown payment by Telefilm shall not be construed as a final acceptance of the final cost report or final certified activity cost statement, and Telefilm shall remain entitled to exercise its audit rights and all other rights under this Agreement. Further, the acceptance of any information or documentation in the issuance of any drawdown payment by Telefilm shall not constitute a waiver or stoppage, or in any way prevent Telefilm from subsequently determining the final Applicant has not complied with the terms of this Agreement. In such cases, Telefilm shall remain entitled to exercise all of its rights under the terms of this Agreement.</p>	3.07	<p>The Applicant shall obtain the prior approval of Telefilm with respect to all proposed Distribution and Distribution agreements for the Project. The Distribution agreements must comply with the Policy. Canadian Distribution rights to the Project must be held by a Canadian company. Upon request from Telefilm, the Applicant shall provide a marketing plan and sales proceeds from the Distributor(s) engaged.</p>
		3.08	<p>The Applicant shall use best efforts to ensure that appropriate Distribution arrangements are in place at all times in order for the Project to be seen by as wide and as numerous a Canadian and international audience as possible and to maximize revenues to Telefilm, if applicable.</p>
		3.09	<p>If a Distributor for the Canadian territory violates a Key Condition by Financing (the Canadian Distributor), the Applicant shall ensure that the Canadian Distributor guarantees a theatrical release of the Project in Canada within 18 months after the delivery of the Project in the language of the Project identified in the Key Conditions for Financing. The Applicant will notify Telefilm, or cause the Canadian Financier to notify Telefilm, in writing, of the release of the Project in the Canadian territory, if feasible and on any other platform.</p>
		3.10	<p>Unless otherwise agreed to by Telefilm, the Applicant undertakes to make the Project available on a digital platform that is accessible to Canadians at the time two years after the end of the theatrical exhibition of the Project or one year following the completion of the Project if a theatrical release is not required by Telefilm.</p>
		3.11	<p>In compliance with the Key Conditions for Financing, the Applicant shall ensure that the Canadian Distributor undertakes to budget the minimum expenditures for Promotion and Advertising listed in the Key Conditions for Financing in support of the initial theatrical release of the Project in Canada, and that the minimum Promotional and Advertising commitment amount may only be altered if after the completion of the completed Project, both the Canadian Distributor and Telefilm agree it should be reduced.</p>
		3.12	<p>The Distributor of the Project for the Canadian territory may not sublicense or assign the right to distribute the Project in any Canadian market or media to any person, partnership or other entity other than another Canadian distributor.</p>

9.07	<p>Except as otherwise agreed in writing by Telefilm, the Applicant shall ensure that all agreements relating to the Distribution of the Project outside of Canada include that the revenues, expenses and the recoupment of the distribution advance related to territories other than Canada will not be cross-collateralized against the revenues, expenses and the recoupment of the distribution advance related to the Canadian territory and vice versa.</p>	<p>documents and agreements) that all of the financing commitments necessary to fully fund the Budget are contractually enforceable and that the persons making such commitments have the financial capacity to honor them. Where any financial commitments are not payable until after the completion of the Project, the Applicant must notify Telefilm that the interim financing necessary to complete the Project is also contractually enforceable.</p>
9.08	<p>The Applicant shall ensure that Distribution agreements do not allow for the pyramiding of distribution fees.</p>	<p>10.08 Subject to the bases identified in Article 4.03 (b), the Applicant shall inform Telefilm prior to entering into any Production Agreement and shall submit for Telefilm's prior approval any such agreement. In the event that for whatever reason Telefilm has not given its express approval of such agreement, the agreement shall not be deemed to have been approved by Telefilm or executed if it having been executed, delivered or otherwise made available to Telefilm, and the Applicant acknowledges and agrees that the terms and conditions of the agreement shall prevail and be effective as against any conflicting terms or conditions set out in any such agreement.</p>
9.09	<p>All Distribution agreements entered into by the Applicant must contain provisions specifying the details to be provided by the Distributor in its reporting to the Applicant as set out below. If Telefilm's Financial Participation is in the form of an Investment or an Advance, the Applicant must provide Telefilm with Distribution reports using Telefilm's standard exploitation reports format, which, at a minimum, provide the following details on a current and cumulative basis:</p> <ul style="list-style-type: none"> (a) gross theatrical box office per territory and language version; (b) gross sales per territory and medium; (c) gross receipts per territory and medium; (d) foreign exchange (sales (where applicable)); (e) Distribution fees per territory and medium; (f) detailed expenses per territory and medium (where applicable); and (g) grants received. 	<p>10.09 The Applicant shall permit a representative of Telefilm to be present with reasonable notice to the Applicant when and where production and postproduction activities take place and to view daily rushes, examine all prints and attend all screenings of the Project.</p> <p>10.09 The Applicant shall notify Telefilm in writing of the possibility for screenings of the rough cut, the final cut and the master print, and, if applicable, the times and locations of a scheduled screenings of such rough cut, the cut and master print and the audience / market test screenings of the Project.</p>
9.00	<p>The Applicant must ensure that Distribution revenues for the Project earned during the relevant reporting period are reported on a cash basis and that Distribution expenses are reported during the period in which the activity was undertaken, whether or not the activity was actually paid for during the reporting period. Telefilm does not accept the reporting of Distribution expenses in a given reporting period for activities that have not yet been undertaken.</p>	<p>10.09 The Applicant shall ensure that the following conditions are met in connection with the Project:</p> <ul style="list-style-type: none"> (a) On copies of the final versions of the Project: <ul style="list-style-type: none"> - Produced with the participation of Telefilm Canada; OR, if the Project has been developed or produced with financing from the Talent Fund: <ul style="list-style-type: none"> - Produced with the participation of Telefilm Canada and the Talent Fund; OR, if the Project is a documentary feature film (whether or not the Project has received Rogers financing): <ul style="list-style-type: none"> - Telefilm Canada and the Rogers Group of Funds through the Theatrical Documentary Program (where applicable);
10.00	<p>APPLICANT'S COVENANTS - GENERAL</p>	
10.01	<p>Unless the Distributor has agreed to provide a dubbed version of the Project and unless otherwise agreed to by Telefilm, the Applicant undertakes to subtitle the Project in Canada's second official language other than the original language listed in the Key Conditions for Financing (or in French or English if the Project is in an Aboriginal language).</p>	
10.02	<p>Unless otherwise allowed by (the applicable treaty in the case of an international treaty coproduction) if the Project is submitted into the second official language of exhibition in Canada, such screening (dubbing or subtitling) shall be carried out by a Canadian company using Canadian artists, crew, employees and technicians (as applicable).</p>	
10.03	<p>The Applicant shall provide Telefilm, if so requested with the written opinion of its solicitor that the Applicant owns or controls all the rights necessary to produce the Project and to exploit it in all manner, languages and media of communication throughout the world for the full period of copyright in the Project.</p>	<p>The font size shall be in a size of 12pt not less than fifty percent (50%) of the size of the font used to display the title of the Project, and not less than the size of 12pt used for the "Film By" credit in the Director of the Applicant's credit whichever is larger.</p>
10.04	<p>If a development advance has been paid by Telefilm to the Project, the Applicant agrees to repay to Telefilm such development advance in accordance with the Payment Schedule section in the Key Conditions for Financing.</p>	<p>The credit described above shall be displayed as follows:</p> <ul style="list-style-type: none"> (a) Such credit shall be the first credit in the end titles with the exception of principal actors if principal actors and, in Telefilm's discretion, script writers, directors and producers were not presented in the lead
10.05	<p>The Applicant shall provide Telefilm with evidence satisfactory to Telefilm (including copies of all relevant</p>	

- credits. Such credit shall be placed with those of the other financial participants in descending order in the magnitude of such participants' funding.
- (f) In the event that any other financial participant in the Project (other than the Applicant and/or Distributor) is given an opening credit then Telefilm (and, if applicable, the Talent Fund or the Rogers Group of Funds) shall also be given an opening credit (which shall be among the other financial participants' credits and such credits shall be set out as in subparagraph (i) above) with respect to size and placement among other financial participants.
- (g) The Telefilm credit (including, if applicable, the Talent Fund or the Rogers Group of Funds' credit) shall be displayed as a separate card credit or as a rolling credit (with sufficient screen time for it to be clearly and separately legible).
- (h) **On Advertising, Publicity, Promotional Materials and Web Sites**
- The credits in advertising, publicity, promotional materials and on web sites shall be as assessed in paragraph (a) above. The credits shall appear in a size, type and prominence which shall be in a ratio at least equal to Telefilm's participation (including the Talent Fund's or the Rogers Group of Funds' participation, if applicable) as compared to the funding of other financial participants which receive a credit.
- Telefilm's logo or, if applicable, the combined Telefilm and Talent Fund logo or both or the Telefilm and Rogers Group of Funds logo, shall also be displayed with the credits. The smallest version of Telefilm's logo shall be used if such smallest logo are used by any other financial participants. All of the credits and logos mentioned above shall be approved in advance by Telefilm.
- 10.10 The Applicant shall ensure that all services and goods relating to the Project of any kind or nature which are available in Canada shall be provided in Canada by Canadians unless there is a prior agreement to the contrary with Telefilm.
- 10.11 The Applicant shall promptly make full disclosure to Telefilm of any potential, threatened or actual litigation.
- 10.12 The Applicant shall fully perform all of its obligations under all of its agreements with Broadcasters, Distributors, financiers, copyright owners and insurers with respect to the Project. The Applicant shall ensure that reasonable amounts have been allocated within the budget for all deliveries required under such agreements, including without limitation any required versions in other languages.
- 10.13 The Project will be promoted and distributed in accordance with the Policy.
- 10.14 If the Project has received funding from the Talent Fund, the Applicant shall ensure that the Project will be made available in described video (this obligation is in addition to the requirement set out in the Policy that all projects be described for the hearing impaired).
- 10.15 The Applicant shall not accept or give any discounts or rebates authorized by Telefilm. The Applicant will not enter into any parallel agreements, side letters or commitments.
- 10.16 The financing amounts set out in the Financial Schedule in the Key Conditions for Financing shall be applied only for pre-production, production and post-production costs incurred for the Project.
- 11.00 **REPRESENTATIONS AND WARRANTIES OF APPLICANT**
- 11.01 The Applicant represents and warrants that:
- (a) the Applicant is a Canadian corporation and satisfies all of the eligibility requirements set out in the Policy;
 - (b) to the best of the Applicant's knowledge, information and belief, any Canadian distributor specified in the Key Conditions for Financing or involved in the Distribution of the Project satisfies the eligibility requirements set out in the Policy;
 - (c) except in the case of an international treaty co-production, all of the copyright in the Project is and shall be beneficially owned by one or more Canadians for the full period of copyright in the Project;
 - (d) the Applicant (together with its coproducer in the case of an international treaty co-production) owns or controls all the rights necessary to produce the Project and except as otherwise agreed by Telefilm to Distribute it throughout the world in all names, languages and media of communication for the full period of copyright in the Project and such other rights, subject to the payment of generally applicable royalties and residuals as required under the applicable guilds' basic agreements;
 - (e) the Project complies with all the applicable requirements of the Policy;
 - (f) in the case of a Project that is not an international treaty co-production, the Project will upon completion be certified by the Canadian Audio Visual Certification Office (CAVCO) as a "Canadian film or video production" with a minimum of 8 out of 10 points under the provisions of the (same) Tax Act;
 - (g) in the case of an international treaty co-production, the Project will comply with Telefilm's Guidelines on Audiovisual Treaty Co-productions. Once approved by Canadian Treaties and, upon completion, be recognized as an international treaty co-production by the Minister of Canadian Heritage;
 - (h) except in the cases authorized in writing by Telefilm, all costumes and other dress and technical personnel (including the director, screenwriter and lead performers) must be Canadian or major performers under the applicable treaties/arrangements;
 - (i) all necessary rights in and to the music and lyrics associated in the Project are:

<p>(i) in the public domain;</p> <p>(ii) controlled by SOCAN or a successor in title (performing rights society); or</p> <p>(iii) owned or controlled by the Applicant.</p>	<p>(homogeneity within the meaning of the Criminal Code (as amended from time to time), or otherwise, or in any other way unlawful); and</p> <p>(iv) the Applicant has complied with and will comply with every law, any regulation or law from time to time with respect to the conduct of its affairs.</p>
<p>(n) the Applicant owns or controls all the rights necessary to permit the encoding, encoding in English or French, and closed captioning of the Project in English and French (and if the Project has received Talent Fund Financing, to permit that the Project be made available in described uses);</p>	<p>11.02 No investigations made by or on behalf of Telefilm Canada will have the effect of widening, diminishing the scope or otherwise affecting any representation or warranty made by the Applicant or pursuant to this Agreement.</p>
<p>(o) neither the Project nor any Subsidiary Works will violate or infringe any copyright, moral right, right to privacy, right of image or any other right of interest of any person, nor will they appropriate the personality of any person;</p>	<p>11.03 Each of the representations, warranties and covenants provided herein shall survive the execution, delivery and termination of this Agreement, all assignments of transfer and assignment hereunder, including without limitation the assignment by the Applicant to Telefilm of Telefilm's interests in the Project, the Subsidiary Rights and the Subsidiary Works, and the payment to the Applicant of Telefilm's payments. All representations and warranties shall remain true and correct as long as this Agreement is in force. The acceptance by the Applicant of any payment under this Agreement shall be deemed to constitute a further representation and warranty by the Applicant that all such representations and warranties are true and correct as at the date of such acceptance;</p>
<p>(p) the Project is not encumbered by any lien, mortgage, hypothec, security interest or other encumbrance other than that which is acknowledged by Telefilm in writing;</p>	<p>11.04 all of the information, statements, declarations and warranties made by the Applicant, its representatives, its employees or Telefilm's electronic portal, in the present Agreement or in other communications to Telefilm are and will remain accurate and complete and will remain valid, accurate and complete as long as this Agreement is in force.</p>
<p>(q) the Applicant hereby warrants that there is no pending, threatened or initiated cause of action or legal proceeding of any kind against the Applicant, the Project or any rights in the Project before any court, tribunal, or other competent authority in any jurisdiction in the world. The Applicant shall promptly make full disclosure to Telefilm of any potential, threatened or actual litigation or other claim affecting or that could affect the Applicant or the Project;</p>	<p>12.00 <u>COMPLETION PROTECTION</u></p>
<p>(r) the Applicant has not entered into any agreement which conflicts with any of the provisions of this Agreement unless specifically approved by Telefilm in writing;</p>	<p>12.01 <u>A completion guarantee is required in the Completion Protection section of the Key Conditions for Financing:</u></p>
<p>(s) the Applicant has informed Telefilm of every existing Production Agreement;</p>	<p>The Applicant will make application for, and obtain, a completion guarantee by the date set out in the Payment Schedule section of the Key Conditions for Financing and shall maintain such completion guarantee in good standing to the extent of Applicant's obligations thereunder at all material times after the commencement of principal photography or taping of the Project. Such completion guarantee shall provide that the completion guarantor agrees to pay such sums and to supply such services as may be required in excess of the sums and services provided for in the Budget to complete the Project and deliver the Project and such items as are set forth in the Budget, in conformity with the delivery requirements of the Broadcaster and Distributor (as applicable), and all in accordance with commercially acceptable technical quality.</p>
<p>(t) the Applicant is validly incorporated, organized and existing in good standing in its jurisdiction of incorporation, possessing all the necessary corporate and other power and authority to own its properties and assets and to carry on its business (including, without limitation, the making of the Project as contemplated under this Agreement, and to fulfill, execute, deliver and perform this Agreement;</p>	<p>The Applicant shall deliver to Telefilm, as set out in the Payment Schedule section of the Key Conditions for Financing, a duly executed completion guarantee and any related agreements between the Applicant and the completion guarantor. The completion guarantee shall expressly provide that Telefilm is a beneficiary thereof.</p>
<p>(u) all of the financing commitments for the Project as set out in the Key Conditions for Financing, are legally enforceable by the Applicant and, to the extent that any portion of such financing is not payable to the Applicant until after completion of the Project, interim financing of such portion has been arranged and is legally enforceable by the Applicant;</p>	<p>The completion guarantor shall provide that advances made by the completion guarantor may be recovered only after recoupment and repayment of the cost of the Project advanced by Telefilm, the Applicant and other financial participants in the Project.</p>
<p>(v) the Budget is accurate and reasonable;</p>	<p>The completion guarantee shall provide that Telefilm shall be entitled to be consulted prior to the exercise by the</p>
<p>(w) the Project and its Subsidiary Works conform to the Canadian Association of Broadcasters ("CAB") Code of Ethics and to all other applicable standards established by the CAB or the Canadian Radio-television and Telecommunications Commission ("CRTC), including, without limitation, those relating to sexual violence and exploitation, and are not obscene, indecent or child</p>	

copyright) guarantor of any right to take over the Project and that in such event the completion guarantee will not increase its rights following such takeover to (broadly) fulfillment of the requirement that the Project be completed in such a manner as to qualify for certification by CAVCO as a "Canadian film or video production" as defined in the Regulations under the Income Tax Act.

The Applicant shall not accept or give any discount or rebate in respect of the completion guarantee without Telefilm's prior approval. In the event that a non-claimable is recovered from the completion guarantor, such rebate shall first be applied to payment of Budget items and Budget overages. Any balance remaining from the rebate after all Budget items and overages have been paid may be retained by the Applicant as a performance bonus.

In the event that the completion guarantor directs Telefilm to make Telefilm payments directly to the completion guarantor, the Applicant agrees that Telefilm may make its payments (subject to any interim financing agreements previously agreed to by Telefilm) directly to the completion guarantor. In such event, the Applicant agrees that Telefilm will be released and discharged from making such payments as if Telefilm had made such payments directly to the Applicant.

11.02 The Completion Amount is required in lieu of a third party completion guarantee in the Completion Protection section of the Key Conditions for Financing:

This provision for the completion of the Project, the Applicant shall withhold the Completion Amount set out in the Completion Protection section of the Key Conditions for Financing.

Unless otherwise specified, the Completion Amount shall be comprised of Budget amounts in respect of production fees and/or corporate overhead. If the (net) amount of the Budget (including the contingency) is exceeded by the Final Cost of Production, the Completion Amount shall be applied in payment of such excess costs, rather than in accordance with the original budget line items. In the event that the Completion Amount is insufficient to complete the Project, the required additional funds will be provided by the Applicant. No completion funds from any source required over and above the Budget may be received until after Telefilm has received its Financial Participation in the case of an Investment or an Advance.

The Completion Amount shall not be used for any other purpose nor shall it be released or paid until Telefilm has given its approval of the Final Costs of Production or in accordance with the Release Schedule set out in the Completion Protection section of the Key Conditions for Financing.

Notwithstanding the foregoing, the Completion Amount may (but is not required to) be used by the Applicant as collateral for loans and advances or loans be made from such funds without the prior written approval of Telefilm.

Notwithstanding the foregoing, if another party requires that the Applicant obtain a third party completion guarantee for the Project, it is agreed that a third party completion guarantee satisfactory to Telefilm (with Telefilm named as a beneficiary) shall be obtained and be in effect prior to the first day of principal photography or taping. The necessary terms and conditions of the guarantee are set forth in Article 12.01 above.

12.03 If the Completion guarantee or Completion Amount is required in the Completion Protection section of the Key Conditions for Financing:

The Applicant shall be responsible for providing any completion funds required over and above the amount of the Budget. If Telefilm's Financial Participation is in the form of an Advance or an Investment, the completion funds required to complete the Project may be recovered only after Telefilm has received its total Financial Participation in the Project.

Notwithstanding the foregoing, if another party requires that the Applicant obtain a third party completion guarantee for the Project, it is agreed that a third party completion guarantee satisfactory to Telefilm (with Telefilm named as a beneficiary) shall be obtained and be in effect prior to the first day of principal photography or taping. The necessary terms and conditions of the guarantee are set forth in Article 12.01 above.

13.00 INSURANCE TERMS AND CONDITIONS

13.01 The Applicant agrees to obtain in a timely manner and to maintain in good standing at all material times (even the commencement or principal photography) policies of insurance in accordance with the standards of the industry and the Rules from a firm specialized in film entertainment insurance. The Applicant agrees to obtain in Telefilm certificate of insurance or other written evidence satisfactory to Telefilm that the required insurance coverages are in existence. Such policies will insure against, among other risks:

- (a) Errors and Omissions: liability for errors and omissions in connection with the Project, infringement of copyright, defamation or invasion of privacy;
- (b) Comprehensive General Liability: death, personal injury or other occurrence of the director, principal performer (as in reference to principal performer is required in the case of an original production) and other individuals and;
- (c) Entertainment Package: loss or destruction of the master copy of the Project and of the work, post commencement used on the Project; and while in damage to property.

13.02 Such policies shall provide that, in the event any of the risks insured against materialize, the insurance proceeds will be sufficient to permit full recovery of the loss, including any required re-shooting for the completion of the Project. Such policies will not have a provision that Telefilm is a first co-payee to an additional insured (as applicable). No wording of error shall be as follows:

Errors and Omissions Insurance

"It is hereby understood and agreed that Telefilm (Canada) is director, producer, agents and employees are added as additional insureds but only with respect to claims arising out of acts, errors or omissions of the named insured. The coverage shall be primary and not contributing to a in excess of any such coverage maintained by Telefilm (Canada). This policy shall not be cancelled or modified during the period of coverage as stated herein, in such a manner as to reduce the coverage of the underwriter(s) to policy unless thirty (30) days prior written notice has been given to Telefilm (Canada)."

Comprehensive General Liability Insurance

"It is hereby understood and agreed that Telefilm Canada, its officers, directors, agents and employees are added as additional insureds but only with respect to the operations of the insured. This policy shall not be cancelled or modified during the period of coverage as stated herein, in such a manner to reduce the coverage of this endorsement or policy unless thirty (30) days prior written notice has been given to Telefilm Canada."

Entertainment Package:

"It is hereby understood and agreed that Telefilm Canada is added as a loss payee. This policy shall not be cancelled or modified during the period as stated herein, in such a manner to reduce the coverage of this endorsement or policy unless thirty (30) days prior written notice has been given to Telefilm Canada."

14.00 EVENTS OF DEFAULT

14.01 The following shall be considered events of default under this Agreement:

- (a) the Applicant breaches or fails to fulfil any of its obligations under this Agreement or becomes ineligible under the provisions of the Policy;
- (b) any of the warranties, representations, statements, communications or documents made or provided by the Applicant are false or misleading, or the Applicant has failed to disclose any material fact relating to the Project or to the Applicant;
- (c) the Applicant ceases to carry on business, makes an assignment for the benefit of its creditors, becomes insolvent or commits an act of bankruptcy;
- (d) any action is taken to have the Applicant declared bankrupt, or wound up, or a trustee in bankruptcy or a receiver is appointed over any part of the Applicant's assets;
- (e) any action is taken to remove control of the Project from the Applicant;
- (f) any judgment or order is rendered against the Applicant, and it will be discharged or stayed within ten (10) days of the making of such judgment or order;
- (g) any action is taken to seize any assets of the Applicant;
- (h) the Project is or at any time becomes encumbered, mortgaged, charged or assigned in any manner whatsoever without the (coo-written) consent of Telefilm;
- (i) the Applicant loses, wastes or improperly or fraudulently disposes of Production Revenue;
- (j) any material adverse change occurs in the financial condition of the Applicant which, in Telefilm's opinion, impairs the Applicant's capacity to perform its obligations under this Agreement;
- (k) the Applicant assigns any Related Party to the Applicant or fails to observe a provision of a contract or any other agreement between the Applicant or such Related Party (as the case may be) and Telefilm;

- (l) the Applicant assigns a Related Party, misrepresents information to Telefilm, misappropriates funds or misleads Telefilm, including without limitation in regard to a matter related to this agreement or any other agreements between the Applicant or a Related Party and Telefilm;
- (m) following a request from Telefilm for information or documentation, the Applicant fails to fulfil such request within 30 days;
- (n) the Applicant is or becomes a party to litigation that, in the opinion of Telefilm, is liable to hinder the ordinary course of the Project, or
- (o) if the Financial Participation (includes Arm-Trawl Financing, the Project is refused by the Canada national de la cinématographie (CNC)

15.00 TELEFILM'S RIGHTS UPON DEFAULT

15.01 If any of the events or acts set out in Article 14.01 occurs, Telefilm shall have the right, but not the obligation, immediately or any time thereafter in its sole discretion, without having to provide notice:

- (a) withhold any payment due to the Applicant;
- (b) revoke the Financial Participation;
- (c) demand immediate repayment of any or all amounts paid by Telefilm to the Applicant or to another party at the Applicant's election, with interest;
- (d) terminate this Agreement; and
- (e) claim the Applicant and any Related Party inadmissible in all funds administered by Telefilm.

15.02 In the event this Agreement is terminated, all of Telefilm's obligations hereunder shall immediately cease, and all the amounts paid by Telefilm shall forthwith be repaid in full to Telefilm, together with any accrued interest.

15.03 Telefilm may exercise any or all of the rights and remedies available to it, including (without limitation) all those provided under this Article. No action taken by Telefilm in exercise of its rights hereunder shall in any way prejudice or impair any other rights and remedies which Telefilm may have.

15.04 Telefilm shall not be liable or accountable for any failure to exercise its remedies, whether pursuant to this Article or otherwise.

16.00 COPIES OF THE PROJECT AND PROMOTIONAL MATERIAL

16.01 Not later than the date of submission to Telefilm of the final cast report or final certified activity cost statement (as applicable) on the Project, the Applicant will deliver:

- (a) to Library and Archives Canada:
 - (i) one unencrypted Digital Content Package (DCP) (compliant to SMPTE 422 or Interop guidelines) as follows:
 - DCPs should be delivered to LAC on external, ruggedized hard drives that support USB 3.0 interchange standards; hard drives should be formatted NTFS or Linux-EXT 3/4;

- If the Project (copy or film) moves to DCP, please submit a DCP;
- one DVD copy or equivalent (up to 10 copies);
 - a list of the names and addresses of all rights holders along with a full list of credits for the Project; and
- (E) to Telefilm, six professional quality DVDs (or equivalent) of all versions of the Project (a three copy set of the Project is a Documentary Feature film).
- The copies are to be sent prepaid delivery in postage to, respectively:
- The Telefilm address identified on the first page of the Agreement
- and
- Library and Archives Canada
Attention: Archivist (Telefilm)
Casefile Administration Centre
325 Carrefour Boulevard
Sudbury (Ontario) J6T 5L6
- And the documentation material @ (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)
- 16.02 The Applicant shall subscribe to the Eye on Canada website: <http://www.eyeoncanada.com> and submit the content required for the "Film" component of the site at the latest by the date specified in the Payment Schedule section of the Key Committee for Financing. The Applicant agrees to regularly update this content and to be bound by the Terms of Use (<http://www.eyeoncanada.com/terms>) and the Content Submission Terms (<http://www.eyeoncanada.com/content>) of the website (collectively, the "Terms of Use"). The Applicant further authorizes Telefilm to use the content submitted by the Applicant on the Eye on Canada website in accordance with the present Agreement and in accordance with the Terms of Use. The Applicant understands that Telefilm is not responsible for the content submitted on the Eye on Canada website or of a third party's use of the content. Further, the Applicant understands that acceptance by Telefilm of the proof of submission of the content on the website should not be interpreted as acceptance of the content by Telefilm.
- 16.03 In order to allow Telefilm to promote the Canadian audiovisual industry, the Applicant hereby grants to Telefilm and its authorized representatives the right to use, reproduce, edit, publish and distribute, in whole or in part, in perpetuity, worldwide, in any format or media (including, but not limited to, Telefilm's website, festival brochures, and social media channels, its annual report and other corporate documentation) the title of the Project, production stills, trailers, press kits, and the content submitted on the Eye on Canada website and all other promotion and publicity materials provided by the Applicant or on its behalf to Telefilm. Further, the Applicant grants to Library and Archives Canada the right to use its copy of the Project for its customary preservation and reference purposes pursuant to its continuing legislation.
- 16.04 The Applicant declares that the Applicant owns all the rights and authorizations necessary to grant the rights stated in Articles 16.02 and 16.03 and that no further authorizations or approvals are necessary. If Telefilm is informed by the Applicant that the use by Telefilm in its assigned representatives of the audiovisual content submitted by the Applicant to Telefilm exceeds the rights owned by the Applicant on this content, Telefilm undertakes to immediately use all the necessary measures to obtain the rights and authorizations required by the law.
- 16.05 Both Telefilm and Library and Archives Canada shall have the right to view, at their cost, any other copies which they may request of the Project or any other materials pertaining to the Project, including masters or otherwise modified versions of the Project. The Applicant shall fulfil such request within twenty days of receiving notice.
- 16.06 The applicant will ensure that a preservation copy (digital media or master copy) of the Project will be maintained in appropriate storage conditions.
- 17.00 CONFLICTS WITH OTHER AGREEMENTS**
- 17.01 The Applicant shall ensure that all agreements will cover parties in relation to the Project and Distribution of the Project shall be consistent with the terms and conditions of this Agreement. The provisions of this Agreement shall supersede and prevail over the conflicting provisions of any other agreement entered into by the Applicant unless otherwise approved by Telefilm in writing.
- 18.00 INTEREST**
- 18.01 The Applicant shall pay interest on any overdue payment or repayment amount from the date that amount became due and payable to Telefilm and until such overdue payment or repayment amount is paid in full as determined in accordance with the provisions of this Agreement at the Royal Bank of Canada's prime rate per annum plus two percent per annum calculated on the daily balance of such overdue payment or repayment amount remaining outstanding based on the actual number of days elapsed and on the basis of a year of 365 days (or 366 days in the case of a leap year), compounded monthly and payable monthly, not in advance. Changes to the Royal Bank of Canada's prime rate shall cause an adjustment to the interest rate referred to above from the first day of each month without the necessity of any notice to the Applicant from Telefilm.
- Overdue interest shall bear interest at the same interest rate applicable to any overdue payment or repayment amount as specified above and shall be payable on demand. The interest on the overdue interest shall be calculated on the daily balance of such overdue interest remaining outstanding based on the actual number of days elapsed and on the basis of a year of 365 days (or 366 days in the case of a leap year), compounded monthly from the date the interest on such overdue payment or repayment amount became due and payable, for as long as such overdue interest remains unpaid.
- The calculations or other determinations effected by Telefilm shall constitute conclusive evidence, in the absence of manifest error, of any overdue payment or repayment amount or any interest amount due by the Applicant to Telefilm and of the applicable rate of interest in respect thereof, and the aforesaid amount shall be paid as soon as they become due and payable to Telefilm notwithstanding any disagreement, contestation or dispute between Telefilm and the Applicant in respect thereof.

19.00 GENERAL PROVISIONS

19.01 Any communication to the Applicant in connection with this Agreement may be sent to the Applicant's mailing or e-mail address noted on the first page of this Agreement or through Telesim's electronic portal. Any communication through Telesim's electronic portal is deemed delivered on the day it is sent if sent during normal business hours, or otherwise on the next business day.

All legal demands or notices to Telesim shall be in writing and shall be delivered by hand, by mail, by courier or by fax to the office of its Director, Legal Affairs at 360 St. Jacques Street, Suite 600, Montreal, Quebec H2Y 1P1.

19.02 The Applicant authorizes Telesim to disclose and disclose, as part of its activities and in accordance with its mission, any information concerning any aspect of the funding application, the Project, any previously completed project, the Applicant and/or any Related Party to the Applicant, with actual or proposed financial partners of the Project, corporate and/or completion guarantors, interim advisors, auditors, legal counsels, the NPE, the Canada Media Fund, the Rogers Group of Funds, the Writers Guild of Canada, the SARTEC, the Department of Canadian Heritage, the Auditor General of Canada, CAVCO, the CRTS, the authorities of any organizing councils, other governmental entities, as well as every entity connected (in Telesim's opinion) with the funding application, the Project, any previously completed project, the Applicant and/or any Related Party to the Applicant, (collectively the "Entities"). The Applicant further authorizes said Entities to discuss and disclose to Telesim any information concerning any aspect of the above.

19.03 The Applicant authorizes Telesim to disclose in its website any and all information pertaining to the Project, such as the Project's title, genre, format, writing language and key creative team as well as all information that may be disclosed in accordance with the Access to Information Act and the Privacy Act.

19.04 The Applicant shall participate in, and over its full cooperation to, any review, records or waves that Telesim or its designated representatives may choose to undertake with respect to the Applicant or the Project.

19.05 The Project or this Agreement may not be assigned by the Applicant in whole or in part and the Applicant's liability and responsibility may not be delegated in whole or in part, without the prior written consent of Telesim.

19.06 Any information in any form provided, obtained, created or communicated to Telesim in connection with any application made to Telesim is subject to the Access to Information Act and the Privacy Act.

The Applicant understands that personal information submitted in connection with this Agreement is provided in accordance with the Personal Information Collection Statement accepted at time of application and declares that all personal information, as defined by the Privacy Act submitted to Telesim herein and at any time thereafter is provided with the consent and knowledge of the individual concerned.

19.07 This Agreement contains the entire agreement between the Applicant and Telesim with respect to the Project. No amendment to the Agreement shall be valid unless made in writing and agreed to by the parties or unless an update to the Project has been approved by Telesim in Telesim's electronic portal notwithstanding the above, a written

amendment signed by all parties will be required in order to change the amount of Telesim's Financial Participation, the identity of the parties, the requirements relating to obtaining a completion guarantee for the Project or the Recoupment Structure attached as Appendix B to Telesim's Financial Participation is in the form of an investment or an Advance.

19.08 In the event of a conflict between the provisions of the Specific Terms, the Key Conditions for Financing and/or these Standard Terms, the Specific Terms shall prevail. In the event of a conflict between the Key Conditions for Financing and these Standard Terms, the Key Conditions for Financing shall prevail. Finally, in the event of a conflict between the Policy and this Agreement, the Agreement shall prevail.

19.09 No waiver by Telesim of any of its rights under this Agreement will be binding unless it is in writing and signed by Telesim and no waiver by Telesim or any waiver of any breach of this Agreement shall constitute a waiver of any other such right or breach, or of the Agreement as a whole.

19.10 The relationship between the Applicant and Telesim is not a partnership. Neither party may incur liabilities on behalf of the other.

19.11 The Applicant shall indemnify and hold Telesim, its directors, officers, and employees, harmless from and against any costs, claims or damages, including reasonable legal fees, arising directly or indirectly from or in connection with the Project, the Distribution of the Project, from the authorized use by Telesim of any information or documentation provided by the Applicant or from a breach or alleged breach by the Applicant of any provision of this Agreement.

19.12 The Applicant shall, at the request of Telesim, secure any documents and perform any act which Telesim deems to be reasonably necessary to carry out the provisions of this Agreement.

19.13 Neither the Applicant nor Telesim shall be liable for damages, losses or expenses caused by delay or failure to perform their obligations hereunder due to fire, strike, riot, acts of God, acts of public authorities, delays or default caused by common carriers or similar events.

19.14 Telesim will have no liability for any damages, losses or expenses arising out of the Applicant's access, use or inability to use Telesim's electronic portal and the Applicant will be fully responsible for protecting and substantiating any of its information contained in Telesim's electronic portal. Furthermore, the Applicant agrees to indemnify Telesim from any damage, contamination, breakdown or total or partial destruction of Telesim's electronic portal due to the fault, actions and/or omissions of the Applicant or of its employees or representatives.

19.15 The acceptance of any information, documentation or material or the issuance of any payment (including the final payment) by Telesim, shall not constitute a waiver or estoppel, or in any way prevent Telesim from subsequently determining that the Applicant has not complied with the terms of the Agreement; in such cases, Telesim shall remain entitled to exercise all of its rights under the terms of this Agreement.

19.16 Time shall begin to accrue with respect to all provisions of this Agreement.

- 19.17 Telefilm will not act as a depositary or be responsible in any way for the holding or return of any material submitted at any time to Telefilm, and such material may be destroyed at any time.
- 19.18 The Applicant authorizes Telefilm to reproduce and distribute internally to its employees and subcontractors, all material submitted at any time, using any medium or support including its internal servers.
- 19.19 The Applicant agrees that all documents, representations, or agreements with Telefilm signed electronically, including this Agreement, are valid and binding.
- 19.20 It is the express wish of the parties that this Agreement be drawn up in English. *Les parties aux présentes ont expressément exigé que les présentes soient rédigées en langue anglaise.*
- 19.21 This Agreement shall be construed in accordance with the laws of the province of the Telefilm office identified on the first page of this Agreement and the applicable federal laws of Canada, and the parties submit to the exclusive jurisdiction of the courts of such province for the determination of any dispute hereunder.

If the term Applicant refers to more than one party, then each of the parties will be jointly and severally liable for all obligations of the Applicant under this Agreement.

The parties agree that delivery of an executed copy of this Agreement by electronic transmission in PDF format shall be effective as delivery of a manually executed copy of this Agreement and shall be binding upon the parties.

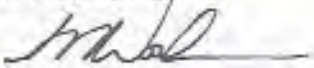
The parties have executed this Agreement.

TELEFILM CANADA

Per: Roxane Girard
Director, Business Affairs and Coproduction



Back 40 Pictures Inc.

Per: 
Title: May 2/18

GUARANTEE

The undersigned (the "Guarantor") hereby guarantees, as primary obligor and not merely as surety, the due payment and performance by the above-named Applicant of all the covenants, obligations, terms and conditions, and the truth of all representations and warranties made by the Applicant in this Agreement as it may be amended or replaced from time to time (collectively, the "Obligations") in addition, the Guarantor hereby agrees to indemnify and save Telefilm harmless (from and against) all costs, losses, expenses and damages it may suffer as a result of the Applicant's failure to perform or breach or violation of any of the Obligations. This guarantee and indemnity shall remain binding upon the Guarantor regardless of any change, including any material change, made to this Agreement or the Obligations after the date hereof by Telefilm and the Applicant, and whether or not the Guarantor has been notified of or has approved such change. The Guarantor hereby waives notice of demand or payment or performance of all or any part of the Obligations, protest, notice of protest and notice of default to the Guarantor or any other party with respect to the Obligations, any right that the Guarantor may have to require that an action be brought against the Applicant or any other person and any and all other notices and legal or equitable defences to which the Guarantor may be entitled.

In the event that more than one Guarantor executes this Guarantee, each Guarantor agrees to be jointly and severally liable under this Guarantee and agrees that Telefilm shall not be required to pursue any recourse against the Applicant or other Guarantor before being entitled to pursue its full recourse against any Guarantor.

ACKNOWLEDGED and ACCEPTED this 2 day of May 2008

Hubb Road Productions Inc.

Per: 

Title: SALES REPRESENTATIVE

Somerville House Films 2008 Ltd

Per: 

Title: President

APPENDIX A
BUDGET

RABID BUDGET MAR 2, 2018

Budget Date: JANUARY 25, 2018

Production: Feature Film - Digital TIER C

Pre-Production: 4 Weeks

Shoot: 4.4 weeks Toronto, Hamilton

Postproduction: 8 weeks

Union Weekly - SAG, ACTRA, DGC, NABET, IATSE, IAW

Executive Producer(s): TBD

Writer: John Serge, Jen Soska, Sylvia Soska

Director: Jen Soska, Sylvia Soska

Producer: Michael Walker, Paul Lalonde, John Vettese

Line Producer: Jaye Gazley

Acct#	Category Description	Page	Total
0100	STORY RIGHTS/ACQUISITIONS	1	50,000
0200	SCENARIO	1	39,000
0300	DEVELOPMENT COSTS	1	4,750
0400	PRODUCER	1	308,000
0500	DIRECTOR	2	272,500
*0600	STARS	3	410,710
	TOTAL "A" ATL		1,084,960
1000	CAST	4	403,532
1100	EXTRAS	7	90,028
1200	PRODUCTION STAFF	7	386,381
1300	DESIGN LABOUR	12	107,382
*1400	CONSTRUCTION LABOUR	13	60,000
1500	SET DRESSING LABOUR	13	115,536
1600	PROPERTY LABOUR	15	50,514
1700	SPECIAL EFFECTS LABOUR	16	53,680
1900	WARDROBE LABOUR	17	69,952
2000	MAKEUP/HAIR LABOUR	18	72,874
2200	CAMERA LABOUR	19	249,075
2300	ELECTRICAL LABOUR	21	61,008
2400	GRIP LABOUR	22	75,751
2500	PRODUCTION SOUND LABOUR	24	23,531
2600	TRANSPORTATION LABOUR	24	115,605
2700	LABOUR OVERTIME	26	25,000
	TOTAL "B" HTL LABOUR		2,066,857
3000	PROD.OFFICE EXPENSES	27	66,740
2900	STUDIO/BACKLOT EXPENSES	28	8,100
3100	SITE EXPENSES	28	134,225
3200	UNIT EXPENSES	29	48,658
3300	TRAVEL AND LIVING	30	17,500
3400	TRANSPORTATION	30	189,160
3500	CONSTRUCTION MATERIALS	32	20,000
3600	ART SUPPLIES	32	4,000
3700	SET DRESSING	32	77,000
3800	PROPS	32	73,590
3900	SPECIAL EFFECTS	33	30,000

TABLE

Acct#	Category Description	Page	Total
4100	WARDROBE SUPPLIES	33	38,300
4200	MAKEUP/HAIR SUPPLIES	34	11,420
4500	CAMERA EQUIPMENT	35	82,650
4600	ELECTRICAL EQUIPMENT	35	50,050
4700	GRIP EQUIPMENT	36	49,800
4800	SOUND EQUIPMENT	37	18,840
5100	PRODUCTION LABORATORY	38	12,500
5200	MEDIA	38	10,438
	TOTAL "B" BTL EXPENSES		930,971
6000	EDITORIAL LABOUR	39	119,685
6100	EDITORIAL EQUIPMENT	39	27,700
6200	VIDEO POST PROD (PICTURE)	39	178,900
6300	VIDEO POST PROD (SOUND)	40	53,000
6600	MUSIC	40	50,000
6700	TITLES/OPTICALS/STK FTG	41	10,000
6800	DELIVERABLES	41	13,700
	TOTAL "C" POST PRODUCTION		452,985
7000	UNIT PUBLICITY	42	45,000
7100	GENERAL EXPENSES	42	94,375
7200	INDIRECT COSTS	43	359,000
	TOTAL OTHER "D"		496,375
9000	BTL CONTINGENCY		412,000
9100	BOND FFI		92,392
	Total Above-The-Line		1,084,965
	Total Below-The-Line		3,891,188
	Total Above and Below-The-Line		4,976,153
	Grand Total		5,480,545

APPENDIX B
RECOUPMENT STRUCTURE

All Production Revenue shall be paid to the following participants in the following amounts and order of priority from the following territories:

Canada								
	Production Revenue	Telefilm	Producer	Tax Credits	DMBC	Urban Post	William F. White International	ATI
1st	\$ 200,000 (50.00%)	\$ - (0.00%)	\$ - (0.00%)	\$ - (0.00%)	\$ - (0.00%)	\$ - (0.00%)	\$ - (0.00%)	\$ 200,000 (100.00%)
2nd	\$ 3,445,045 (76.05%)	\$ 1,800,000 (40.88%)	\$ 383,001 (8.54%)	\$ 1,737,044 (38.00%)	\$ 325,000 (7.23%)	\$ 50,000 (1.10%)	\$ 150,000 (3.27%)	\$ - (0.00%)
Total	\$ 4,645,045	\$ 1,800,000	\$ 383,001	\$ 1,737,044	\$ 325,000	\$ 50,000	\$ 150,000	\$ 200,000

USA								
	Production Revenue	Telefilm	Producer	Tax Credits	DMBC	Urban Post	William F. White International	Simon Factory
1st	\$ 717,222 (30.00%)	\$ 155,527 (7.14%)	\$ - (0.00%)	\$ - (0.00%)	\$ 10,027 (1.40%)	\$ 1,542 (0.20%)	\$ 4,026 (0.55%)	\$ 645,500 (100.00%)
2nd	\$ 4,373,323 (93.00%)	\$ 1,744,473 (39.80%)	\$ 383,001 (8.76%)	\$ 1,717,044 (39.24%)	\$ 314,973 (7.23%)	\$ 48,458 (1.11%)	\$ 146,074 (3.33%)	\$ - (0.00%)
Total	\$ 5,090,545	\$ 1,800,000	\$ 383,001	\$ 1,737,044	\$ 325,000	\$ 50,000	\$ 150,000	\$ 645,500

United Kingdom								
	Production Revenue	Telefilm	Producer	Tax Credits	DMBC	Urban Post	William F. White International	TVI Films
1st	\$ 287,500 (6.45%)	\$ 19,205 (0.43%)	\$ 4,003 (0.91%)	\$ 49,562 (1.12%)	\$ 3,473 (0.78%)	\$ 574 (0.13%)	\$ 1,503 (0.34%)	\$ 190,000 (65.75%)
2nd	\$ 4,397,645 (93.55%)	\$ 1,780,795 (40.27%)	\$ 379,008 (8.69%)	\$ 1,718,007 (39.31%)	\$ 321,527 (7.33%)	\$ 49,426 (1.12%)	\$ 148,507 (3.37%)	\$ - (0.00%)
Total	\$ 4,685,145	\$ 1,800,000	\$ 383,001	\$ 1,737,044	\$ 325,000	\$ 50,000	\$ 150,000	\$ 190,000

World (excl. Canada, USA, and the United Kingdom)								
	Production Revenue	Telefilm	Producer	Tax Credits	DMBC	Urban Post	William F. White International	
1st	\$ 4,445,045 (100.00%)	\$ 1,800,000 (40.49%)	\$ 383,001 (8.62%)	\$ 1,737,044 (39.06%)	\$ 325,000 (7.31%)	\$ 50,000 (1.13%)	\$ 150,000 (3.37%)	
Total	\$ 4,445,045	\$ 1,800,000	\$ 383,001	\$ 1,737,044	\$ 325,000	\$ 50,000	\$ 150,000	

Those entitled to share in each of the above recoupment tiers shall do so *pari passu*. Upon full payout of all such recoupment tiers and the financing of Telefilm approved overages (if any), Telefilm shall thereafter receive 20.25% of Production Revenue.

Impairment of Telefilm's Participation in Production Revenue

The Applicant hereby acknowledges and agrees that, in the event that Telefilm's participation in Production Revenue is impaired in any way, including but not limited to the exercise of the lender's right (if applicable) to recover a shortfall(s) in its loan repayment from Production Revenue, 100% of the Applicant's participation (including tax credit participation) will be paid directly to Telefilm until such impairment is recovered.

Crossing Mechanism

If any of Telefilm, Applicant, Tax Credits, OMD, Urban Post, William F. White International, A71, Shout! Factory, or 101 Films has recouped 100% of its participation from all sources of revenue described above at a time when any other has not recouped 100% of its participation, 100% of the next Production Revenue shall be paid to the unrecouped party or parties (as the case may be) until they have fully recouped their participations. Notwithstanding this crossing mechanism, A71 advance is recoupable out of Canada only, the Shout! Factory advance is recoupable out of the USA only, and the 101 Films Advance is recoupable out of the United Kingdom only.

The calculation of the amount of Production Revenue due to Telefilm shall in no case be less favourable than the most beneficial method of calculation used for another financial participant entitled to a share of Production Revenue.

No change to the above recoupment schedule shall be permitted without Telefilm's prior written approval.

Without limiting the generality of the definitions and of the terms and conditions set out in the Standard Terms, and for illustration purposes only, Production Revenue include notably revenues received or deemed to have been received by the Applicant or a Related Party from the Distribution of the Project, from the sale of Subsidiary Rights (including, for example, the rights to produce a sequel based on the Project) regardless of the form of the transaction, as well as the revenues received from the sale of a catalog of projects that includes the Project.



474 BATHURST STREET
SUITE 100
TORONTO, ONTARIO M5T 2S6
TELEFILM.CA

T 416 973.6436
T 416 973.1819
+ 1 800 463.4607
F 416 973.8606

AMENDMENT AGREEMENT - PRODUCTION

This Amendment Agreement is made as of August 17, 2018

BETWEEN: TELEFILM CANADA established by the *Telefilm Canada Act* (R.S.C. C-16, s.1, 1985) as amended, having its offices at:

474 Bathurst Street
Suite 100
Toronto, Ontario M5T 2S6
("Telefilm")

Telefilm's G.S.T. registration number: R119479392

AND

Back 40 Pictures Inc.
Walker, Michael
210 Martindale Road, Suite C
St-Catharines, Ontario L2S 0B2
michael.walker@cogeco.ca
GST/HST registration number: 782474324

(Collectively, if applicable, the "Applicant")

Re: Rabid - 301531 (the "Project")

WHEREAS Telefilm and the Applicant (collectively, the “Parties”) have signed a financing agreement dated May 2, 2018 (the “Agreement”) with respect to the Project;

WHEREAS the Parties wish to amend the Agreement in accordance with this Amendment Agreement;

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. The preamble forms an integral part of this Amendment Agreement.
2. All of the defined terms set forth in the Agreement shall have the same defined meanings when used herein.
3. All terms and conditions of the Agreement, except as amended herein, shall remain in full force and effect and are hereby confirmed.
4. The Key Conditions for Financing are hereby amended and replaced with the Key Conditions for Financing attached as Appendix A.
5. The Budget is hereby amended and replaced with the Budget attached as Appendix B.
6. The Recoupment Structure is hereby amended and replaced with the Recoupment Structure attached as Appendix C.

If the term Applicant refers to more than one party, then each of them will be jointly and severally liable for all obligations of the Applicant under this Amendment Agreement.

The Parties agree that delivery of an executed copy of this Amendment Agreement by electronic transmission in PDF format shall be effective as delivery of a manually executed copy of this Amendment Agreement and shall be binding upon the Parties.

The Parties have executed this Amendment Agreement.

TELEFILM CANADA

Per: Denis Pion
Director, Administration and Corporate Services



Back 40 Pictures Inc.

Per: _____
Title: _____

GUARANTEE

Each of the undersigned Guarantor(s) hereby acknowledges having read and reviewed the Amendment Agreement and agrees, as primary obligor and not merely as surety, to be bound by all the terms and conditions set out in this Amendment Agreement.

Each of the Guarantor(s) acknowledges and agrees that the guarantee provided by the Guarantor(s) in the Agreement remains in full force and effect and is hereby confirmed and ratified.

In the event that more than one Guarantor executes this Guarantee, each Guarantor agrees to be jointly and severally liable under this Guarantee and agrees that Telefilm shall not be required to pursue any recourse against the Applicant or other Guarantor before being entitled to pursue its full recourse against any Guarantor.

ACKNOWLEDGED and ACCEPTED this _____ day of _____, 20__.

Rabid Road Productions Inc.

Per: _____
Title: _____

Somerville House Films 2018 Ltd.

Per: _____
Title: _____

Appendix A : Key Conditions for Financing

Project

Program

CFFF (Production) - Project budgeted at \$2.5 M or more

Is this an application for postproduction funding?

No

Title

Rabid

Running Time in Minutes

110

Language

English

Is this Project intended for the Indigenous Stream of the Program?

International Coproduction

Is this an international coproduction? No

Lead Key Personnel

Role	Name (last name, first name)	Citizenship
Lead Producer	Walker, Michael	Canadian
Lead Director	Soska, Jen	Canadian
Lead Screenwriter	Serge, John	Canadian

Key Personnel

Role	Name (last name, first name)	Citizenship
Highest Paid Performer	Vandervoort, Laura	Canadian
Director	Soska, Sylvia	Canadian
Screenwriter	Soska, Jen	Canadian
Screenwriter	Soska, Sylvia	Canadian
Producer	Vidette, John	Canadian
Producer	Lalonde, Paul	Canadian
Executive Producer - Courtesy	Miller, David	Canadian
Executive Producer - Courtesy	Labi, Jessica	Canadian
Executive Producer - Courtesy	Lyon, Andy	Other country

Financial Participation

Type of Financial Participation: Investment

Financial Participation (CAD): 2,100,000.00

Any outstanding balance of the Financial Participation is payable to the order of: Back 40 Pictures Inc.

Telefilm's Financial Participation represents 35.81% of the total Budget set at 5,864,475.00 (CAD) (the "CFFF Percentage")

Financial Structure

Source	Category	Type	Amount (CAD)	% Canadian
Telefilm Canada	TFC	Investment	2100000.00	35.81
Federal Tax Credit	Federal Government	Investment	205659.00	3.51
Provincial Tax Credit	Provincial Governments	Investment	1526066.00	26.02
Agency 71	Distributors	Advance	200000.00	3.41
Ontario Media Development Corporation	Provincial Governments	Advance	325000.00	5.54
101 Films	Foreign	Advance	191250.00	3.26
William F. White International Inc.	Other Canadian	Deferral	150000.00	2.56
Urban Post Production	Other Canadian	Deferral	125000.00	2.13
Producer Deferral	Producers	Deferral	384000.00	6.55
101 Films	Foreign	Minimum Guarantee	637500.00	10.87
Writer Investment	Other Canadian	Deferral	20000.00	0.34
Total			5,864,475.00	

Budget Requirements

The Applicant has allocated the following amounts to the Budget items listed below:

Budget Line	Description	Name	Amount (CAD)	Corporate Overhead	Producer Fees	Other Fees	Capped Amount	Related Party Transactions
01.01	Story Rights	John Vidette	50,000.00			X	X	X
04.05	Producer	Michael Walker	100,000.00		X		X	X
04.05	Producer	Paul Lalonde	100,000.00		X		X	X
4.05	Producer	John Vidette	100,000.00		X		X	X
72.01	Corporate Overhead	Back 40 Pictures Inc.	159,000.00	X			X	X
Total			509,000.00	159,000.00	300,000.00	50,000.00	509,000.00	509,000.00

If any of the above-listed Budget items are capped, the Applicant will not expend any further amounts for such Budget items.

Distributors

Name	Territory	Term	Rights	Minimum Guarantee (CAD)
A71 Entertainment	Canada	15 years	Theatrical; Home Video; Internet; Non-Theatrical; VOD	200,000.00
101 Films	United Kingdom	12 years	Theatrical; Non-Theatrical; Ancillary (Ship; Hotel); Home Video; Television; VOD; New Media	191,250.00
101 Films	World ex Canada & the United Kingdom	15 years	All rights excluding Pan Latin Pay TV license	637,500.00
Total				1,028,750.00

Name	Territory	Term	Rights	Minimum Guarantee (CAD)
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Prints and Advertising Commitment

Minimum expenditures on Prints and Advertising in the Canadian territory (CAD): 500,000.00

Versioning

The Applicant must provide a version of the Project in the language set out below and in accordance with the following budgeted amounts:

Budget Line	Description	Language	Amount (CAD)
68.04	Closed Captioning; Digital Encoding; Subtitling into the other official language	English; French	10,000.00
Total			10,000.00

Completion Protection

Completion guarantee required (see Standard Terms for details)

Payment Schedule

Provided that the Applicant has complied with every provision of this Agreement and is not in default hereunder, Telefilm shall make the following payment(s) within 10 business days of the satisfaction and acceptance by Telefilm of all of the applicable conditions listed hereafter.

The Applicant acknowledges prior receipt of the paid amount(s) listed below and releases and discharges Telefilm for the same.

Description	% of financial participation	Amount (CAD)	Paid (CAD)	Balance (CAD)	Projected Delivery Date
Drawdown 1	21.43	450,000.00	450,000.00	0.00	May 4, 2018
<ul style="list-style-type: none"> • Conditions <ul style="list-style-type: none"> ◦ The fully executed Telefilm Agreement (Accepted) ◦ Telefilm's approval of marquee cast for the following roles: Rose (Laura Vandervoort is pre-approved), Chelsea, and Brad (Accepted) ◦ A fully executed step back letter with Media Finance Capital (Accepted) ◦ The fully executed term sheet with Media Finance Capital (Accepted) 					
Drawdown 2	38.57	810,000.00	630,000.00	180,000.00	May 11, 2018
<ul style="list-style-type: none"> • Conditions <ul style="list-style-type: none"> ◦ An executed Completion Guarantee as specified in the Standard Terms (Accepted) ◦ Proof of comprehensive general liability and entertainment package insurances as specified in the Standard Terms (Accepted) ◦ The executed long form distribution agreement with Film Mode Entertainment (Telefilm acknowledges prior receipt of this document) (Accepted) ◦ The fully executed Telefilm Amendment Agreement ◦ The fully executed Loan Agreement with Media Finance Capital ◦ A fully executed step back letter with Media Finance Capital ◦ An executed Completion Guarantee as specified in the Standard Terms ◦ Interim financing documentation with RBC ◦ An up to date interim cost report 					
Drawdown 3	20.00	420,000.00	0.00	420,000.00	Aug 22, 2018

Description	% of financial participation	Amount (CAD)	Paid (CAD)	Balance (CAD)	Projected Delivery Date
<ul style="list-style-type: none"> • Conditions <ul style="list-style-type: none"> ◦ Written confirmation from the Applicant of completion of principal photography or taping ◦ Contracts or deal memos for producer, director, writer and key cast ◦ An up to date interim cost report ◦ An executed Completion Guarantee as specified in the Standard Terms (Canceled) ◦ A fully executed amendment to the Sales Agency Agreement with 101 Films that includes Telefilm's standard distribution requirements ◦ Written notification of the partnership between 101 Films and Film Mode Entertainment with respect to the exploitation in the World excluding Canada and the United Kingdom territory, executed by both parties 					
Drawdown 4	10.00	210,000.00	0.00	210,000.00	Sep 24, 2018
<ul style="list-style-type: none"> • Conditions <ul style="list-style-type: none"> ◦ screening and approval by Telefilm of the final cut to be picture-locked ◦ The preliminary on-screen credit list, as specified in the Standard Terms, including appropriate mention of the Talent Fund or the Rogers Group of Funds, if applicable ◦ An up to date interim cost report 					
Drawdown 5	10.00	210,000.00	0.00	210,000.00	May 31, 2019
<ul style="list-style-type: none"> • Conditions <ul style="list-style-type: none"> ◦ Final cost documentation complying in all respects with the requirements of Telefilm Canada's Accounting and Reporting Requirements guidelines as specified in the Standard Terms, including confirmation of final Financial Structure, explanatory notes for substantive variances between the final cost report and the Budget, for variances between the RPT indicated in the Budget and those indicated in the final certified activity cost statement ("FCACS") and for the components of accounts payable and accrued liabilities, if they are exceeding 10% of the Budget (copies of invoices to be provided, as necessary), FCACS and the detailed final cost report upon which the FCACS is based ◦ Errors and Omissions insurance certificate as specified in the Standard Terms, without exclusions (i.e. music, title, territory, Internet, etc.) ◦ The final on-screen credit list, as specified in the Standard Terms, including appropriate mention of the Talent Fund or the Rogers Group of Funds, if applicable ◦ Canadian Content Declaration (available on Telefilm Canada's website) ◦ Written acceptance by Film Mode Entertainment of the contracted delivery items (Canceled) ◦ Written acceptance by Shout! Factory of the contracted delivery items (Canceled) ◦ Evidence of delivery from the Library and Archives Canada ("LAC") of: one (1) unencrypted Digital Cinema Package (DCP) compliant to SMPTE 429 or Interop guidelines; and one (1) DVD or Blu-ray; names/addresses of all rights holders; and full list of credits (see the Standard Terms for more details on the required elements and LAC's address). Please allow a minimum of four to six weeks for confirmation of delivery from LAC 					

Description	% of financial participation	Amount (CAD)	Paid (CAD)	Balance (CAD)	Projected Delivery Date
<ul style="list-style-type: none"> ◦ Confirmation that the content required for the "Film" component has been uploaded on the Eye On Canada website in compliance with the Standard Terms. ◦ Receipt of ISAN registration number, if applicable ◦ 10x professional quality DVD copies of the final Project ◦ The Collection Account Management Agreement, if applicable ◦ Signed and completed Questionnaire on the Independence of the Auditor (available on Telefilm's website) ◦ Written acceptance by 101 Films of the contracted delivery items ◦ Written acceptance by A71 of the contracted delivery items ◦ Completed CRTC Affidavit (Exemption for Non-Canadian Courtesy Credit) for the Non-Canadian courtesy Executive Producer credits as set out in this Agreement ◦ Telefilm's Amendment Agreement executed by the Applicant, if required by Telefilm 					
Total	100.00	2,100,000. 00	1,080,000. 00	1,020,000. 00	

Appendix B

Locked Budget

RABID
Locked Budget

Budget Date: July 16, 2018

Writer: John Serde, Jen Soska, Sylvia Soska
 Director: Jen Soska, Sylvia Soska
 Producer: Michael Walker, Paul Lalonde, John Violette
 Line Producer: Jaye Gazerey

Production: Feature Film - Digital TIER C
 Pre-Production: 4 Weeks + 1 Week Push
 Shoot: 3.8 Weeks Toronto, Hamilton
 Postproduction: 12 weeks
 Unions: ACTRA, DGC, NABET, IA667, IA411

Acct#	Category Description	Page	Total
0100	STORY RIGHTS/ACQUISITIONS	1	50,000
0200	SCENARIO	1	39,000
0300	DEVELOPMENT COSTS	1	15,000
0400	PRODUCER	1	308,000
0500	DIRECTOR	3	300,515
*0600	STARS	3	274,129
TOTAL "A" ATL			966,644
1000	CAST	5	378,933
1100	EXTRAS	9	154,172
1200	PRODUCTION STAFF	10	413,259
1300	DESIGN LABOUR	14	193,818
*1400	CONSTRUCTION LABOUR	16	61,205
1500	SET DRESSING LABOUR	17	161,362
1600	PROPERTY LABOUR	19	78,519
1700	SPECIAL EFFECTS LABOUR	20	25,669
1900	WARDROBE LABOUR	20	106,285
2000	MAKEUP/HAIR LABOUR	22	52,972
2200	CAMERA LABOUR	22	235,691
2300	ELECTRICAL LABOUR	24	119,108
2400	GRIP LABOUR	26	102,142
2500	PRODUCTION SOUND LABOUR	28	21,373
2600	TRANSPORTATION LABOUR	28	182,826
2700	LABOUR OVERTIME	31	23,500
TOTAL "B" BTL LABOUR			2,309,632
2800	PROD OFFICE EXPENSES	32	101,210
2900	STUDIO/BACKLOT EXPENSES	34	7,200
3100	SITE EXPENSES	35	126,377
3200	UNIT EXPENSES	36	63,768
3300	TRAVEL AND LIVING	37	7,500
3400	TRANSPORTATION	37	168,506
3500	CONSTRUCTION MATERIALS	40	20,000
3600	ART SUPPLIES	40	6,000
3700	SET DRESSING	41	78,900
3800	PROPS	41	128,165
3900	SPECIAL EFFECTS	42	32,765

Acct#	Category Description	Page	Total
4000	ANIMALS	43	7,000
4100	WARDROBE SUPPLIES	43	62,650
4200	MAKEUP/HAIR SUPPLIES	44	11,300
4500	CAMERA EQUIPMENT	44	57,317
4600	ELECTRICAL EQUIPMENT	46	44,725
4700	GRIP EQUIPMENT	46	48,350
4800	SOUND EQUIPMENT	47	16,350
4900	SECOND UNIT	47	0
5100	PRODUCTION LABORATORY	48	20,900
5200	MEDIA	49	10,567
TOTAL "B" BTL EXPENSES			1,047,074
6000	EDITORIAL LABOUR	50	186,233
6100	EDITORIAL EQUIPMENT	51	27,650
6200	VIDEO POST PROD (PICTURE)	52	129,820
6300	VIDEO POST PROD (SOUND)	53	54,300
6600	MUSIC	53	30,000
6700	TITLES/OPTICALS/STR.FTG.	55	15,000
6800	DELIVERABLES	55	15,320
TOTAL "C" POST PRODUCTION			458,323
7000	UNIT PUBLICITY	57	47,669
7100	GENERAL EXPENSES	57	144,725
7200	INDIRECT COSTS	58	366,000
TOTAL OTHER "D"			558,412
9000	BTL CONTINGENCY		412,000
9100	BOND FFJ		62,392
Total Above-The-Line			986,644
Total Below-The-Line			4,373,439
Total Above and Below-The-Line			5,360,083
Grand Total			5,864,475

Appendix C

Recoupment Structure

All Production Revenue shall be paid to the following participants in the following amounts and order of priority from the following territories:

Canada									
	Production Revenue	Talent	Producer	Writer	Tax Credits	OMDC	Urban Post	William F. White International	A71
Net	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Gross	\$ 645,725	\$ 100,000	\$ 384,000	\$ 20,000	\$ 1,711,725	\$ 325,000	\$ 125,000	\$ 150,000	\$ -
Total	\$ 6,086,725	\$ 2,100,000	\$ 384,000	\$ 20,000	\$ 1,711,725	\$ 325,000	\$ 125,000	\$ 150,000	\$ 200,000

World excluding Canada & the United Kingdom									
	Production Revenue	Talent	Producer	Writer	Tax Credits	OMDC	Urban Post	William F. White International	101 Films
Net	\$ 795,875	\$ 38,211	\$ 13,855	\$ 1,359	\$ 37,073	\$ 100,711	\$ 4,320	\$ 1,000	\$ 387,500
Gross	\$ 4,675,350	\$ 2,000,750	\$ 377,344	\$ 19,541	\$ 1,678,851	\$ 314,280	\$ 100,850	\$ 145,058	\$ -
Total	\$ 6,478,225	\$ 2,100,000	\$ 384,000	\$ 20,000	\$ 1,711,725	\$ 325,000	\$ 125,000	\$ 150,000	\$ 687,500

United Kingdom									
	Production Revenue	Talent	Producer	Writer	Tax Credits	OMDC	Urban Post	William F. White International	101 Films
Net	\$ 249,065	\$ 20,753	\$ 7,767	\$ 108	\$ 7,132	\$ 5,043	\$ 335	\$ 1,488	\$ 191,250
Gross	\$ 4,767,818	\$ 2,070,237	\$ 350,203	\$ 19,802	\$ 1,714,907	\$ 291,017	\$ 132,764	\$ 148,517	\$ -
Total	\$ 5,026,875	\$ 2,100,000	\$ 384,000	\$ 20,000	\$ 1,711,725	\$ 325,000	\$ 125,000	\$ 150,000	\$ 191,250

Those entitled to share in each of the above recoupment tiers shall do so *pari passu*. Upon full payout of all such recoupment tiers and the financing of Telefilm approved overages if any, Telefilm shall thereafter receive 21.71% of Production Revenue.

Impairment of Telefilm's Participation in Production Revenue

The Applicant hereby acknowledges and agrees that, in the event that Telefilm's participation in Production Revenue is impaired in any way, including but not limited to the exercise of the interim lender's right (if applicable) to recover a shortfall(s) in its loan repayment from Production Revenues, 100% of the Applicant's participation (including tax credit participation) will be paid directly to Telefilm until such impairment is recovered.

Crossing Mechanism

If any of Telefilm, Producer, Writer, Tax Credits, OMDC, Urban Post, William F. White International, A71, or 101 Films has recouped 100% of its participation from all sources of revenue described above at a time when any other has not recouped 100% of its participation, 100% of the next Production Revenue shall be paid to the unrecouped party or parties (as the case may be) until they have fully recouped their participations. Notwithstanding this crossing mechanism, A71 advance is recoupable out of Canada only, the 101 Films advance of \$191,250 is recoupable out of the United Kingdom only, and the 101 Films Advance of \$637,500 is recoupable out of the World excluding Canada and the United Kingdom only.

The calculation of the amount of Production Revenue due to Telefilm shall in no case be less favourable than the most beneficial method of calculation used for another financial participant entitled to a share of Production Revenue.

No change to the above recoupment schedule shall be permitted without Telefilm's prior written approval.

Without limiting the generality of the definitions and of the terms and conditions set out in the Standard Terms, and for illustration purposes only, Production Revenue include notably revenues received or deemed to have been received by the Applicant or a Related Party from the Distribution of the Project, from the sale of Subsidiary Rights (including, for example, the rights to produce a sequel based on the Project) regardless of the form of the transaction, as well as the revenues received from the sale of a catalog of projects that includes the Project.

APPENDIX J

To the Second Report of the Receiver

INTERCREDITOR AGREEMENT
“Rabid”

This Agreement dated as of August 13, 2018 is entered into:

AMONG: **ROYAL BANK OF CANADA**, a Canadian chartered bank having offices at 1 Place Ville Marie 8e étage, aile Ouest Montréal H3B 1Z8 herein represented by Luigi Porco its Market Manager, Media & Entertainment, Tel: 514-874-7980 Fax 514-874-5569 duly authorized as he so declares;

(“RBC”)

AND: **BACK 40 PICTURES INC.**, a company incorporated pursuant to the laws of Ontario, with its registered office at 131 Bloor Street West, Suite 818, Toronto, Ontario, M5S 1S3, herein represented by Michael Walker, its co-president and John Vidette, its secretary, each duly authorized as he so declares;

(the “Producer”)

AND: **MEDIA FINANCE CAPITAL LIMITED**, a limited company (Company Number: 11051979) with its registered office at 22 Manchester Square, London W1U 3PT, United Kingdom herein represented by David Gilbery, its Managing Director, Tel: +44 (0)207 725 1205
M: +44 (0)7825 268 040 duly authorized as he so declares;

(“MFC”)

AND **FILM FINANCES CANADA LTD.**, a company incorporated pursuant to the laws of Canada, with its head office at 250 The Esplanade, Suite 204, Toronto, Ontario, M5A 1J2, herein represented by Antonietta Presta, its Vice- President, Tel: 416-778-6397 Fax: 416-406-7418 duly authorized as she so declares;

(“Completion Guarantor”)

WHEREAS

UNDERLYING RIGHTS

(A) The Producer is vested with all necessary Underlying Rights (including rights under copyright) pursuant to the Underlying Rights Agreement in order to produce, complete and deliver the Film.

FUNDING

(B) Pursuant to the RBC Loan Agreement, RBC has agreed to make available the RBC Funding to the Producer in accordance with the terms of the RBC Loan Agreement.

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- (C) Pursuant to the MFC Loan Agreement, MFC has agreed to make available the MFC Funding to the Producer in accordance with the terms of the MFC Loan Agreement.
- (D) The Producer has agreed to defer certain fees and entitlements as set out in this Agreement.

COMPLETION GUARANTEE

- (E) Completion Guarantor has guaranteed to RBC delivery of the Picture to A71 in accordance with the Completion Guaranty, dated on or about the date hereof, by and between Completion Guarantor and RBC (collectively, the “**RBC Completion Guaranty**”).
- (F) Completion Guarantor has guaranteed to MFC delivery of the Picture in accordance with the Completion Guaranty, dated on or about the date hereof, by and between Completion Guarantor and MFC (collectively, the “**MFC Completion Guaranty**”).

SECURITY

- (G) As security for the payment or repayment of, respectively, the RBC Debt, the MFC Debt, the Producer has granted the RBC Security Interest to RBC and the MFC Security Interest to MFC.
- (H) For the purpose of securing obligations owing to the Completion Guarantor under the completion agreement (the “**Completion Agreement**”) for the Picture, dated on or about the date hereof, by and among the Producer and Completion Guarantor, which includes the obligation by Producer to reimburse Completion Guarantor for all Completion Sums (as defined below), Producer also granted to Completion Guarantor the Completion Guarantor Security Interest in and to all of its right, title and interest in and to the Collateral, subordinate to the RBC Security Interest and the MFC Security Interest.

NOW THEREFORE The Parties wish to enter into this Agreement to make provision in relation to, among other things, the priority of the Security Interests, the giving of certain notices and acknowledgments, approval, termination and replacements, Delivery and the Canadian Tax Credit Amounts for the Film, as follows:

1. INTERPRETATION

- 1.1 Definitions:** In this agreement, the following expression shall have the following meaning, unless the context provides otherwise:

“**Affiliate**” means, as to any Person, any other Person that directly or indirectly, is controlled by, or is under common control with such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract, or otherwise;

“**Approved Budget**” means the budget of the Film dated and revised on July 9, 2018, attached hereto as Schedule A;

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“**Approved Cash Flow Schedule**” means the final cash flow schedule of the Film dated July 16, 2018 attached hereto as Schedule B;

“**Approved Director**” means Jen Soska and Silvia Soska and any other person replacing them with the prior consent of the Approvers and no replacement for them may be approved other than by the Funders (not to be unreasonably withheld or delayed) with meaningful consultation with the relevant distributors.

“**Approved Production Schedule**” means the final production schedule of the Film (including the pre-production and production schedules) dated July, 8, 2018 attached hereto as Schedule C;

“**Approved Screenplay**” means the final screenplay of the Film dated July 23, 2018 written by John Serge and the Soska Sisters;

“**Business Day(s)**” means a day on which banks are open for business over the counter in Montreal, Quebec, and London, United Kingdom, but excludes Saturdays and Sundays, as well as any statutory holidays in Montreal, Quebec, and London, United Kingdom;

“**Canadian Tax Credit Amounts**” means the amounts which the Producer may claim or have claimed in respect of the Canadian Tax Credit Rights;

“**Canadian Tax Credit Assignments**” means security agreements and each assignment agreement and the ancillary documents executed by the Producer in favour of RBC, pursuant to which the Producer assigns to RBC the Canadian Tax Credit Rights;

“**Canadian Tax Credit Collateral**” means the Canadian Tax Credit Amounts, the Canadian Tax Credit Rights, the benefit of the Canadian Tax Credit Documentation and any account into which the Canadian Tax Credit Amounts are received by the Producer or any other party;

“**Canadian Tax Credit Documentation**” means the Canadian Tax Credit Assignments and any and all security and other documents, agreements and instruments executed in connection therewith, as any or all of the foregoing may be amended, modified or supplemented from time to time;

“**Canadian Tax Credit Rights**” means the Producer’s and any other party’s right in relation to the Film to claim and receive all proceeds from: (i) the film or video production tax credit or the Canadian production services tax credit jointly administered by the Canadian Audio-Visual Certification Office on behalf of The Minister of Canadian Heritage and Canada Revenue Agency; (ii) the Ontario Film and Television Tax Credit, Ontario Production Services Tax Credit, and the Ontario Computer Animation & Special Effects Tax Credit administered by the Ontario Media Development Corporation (OMDC) and the Canada Revenue Agency (CRA); or (iii) any other similar credits granted by any government, agency, state, municipality, province or other entity in Canada;

“**Chargors**” means each of the Parties that has entered into a Security Agreement with a Secured Party;

“**Collateral**” means the Film, the Delivery Items, the Distribution Rights, the Underlying Rights and all other collateral, property, assets, proceeds and rights charged, assigned or otherwise covered by the Security Interests;

“**Collection Account**” means the account number 127634106;

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“**Collection Agent**” means Freeway Cam B.V. until replaced by a collection agent mutually approved by the Secured Parties and the Producer entering into the Collection Agreement;

“**Collection Agreement**” means a collection account management agreement to be entered into between, *inter alia*, the Producer, RBC, MFC, the Sales Agent, the Completion Guarantor and the Collection Agent;

“**Completion Guarantor Debt**” means all amounts owing and outstanding to Completion Guarantor under the Completion Agreement and the Completion Guarantor Security Agreement;

“**Completion Guarantor Repayment Date**” means the date on which Completion Guarantor notifies the other Parties that the Completion Guarantor Debt has been repaid in full;

“**Completion Guarantor Security Interest**” means the Security Interest granted by the Producer to Completion Guarantor pursuant to the Security Agreements;

“**Delivery Items**” means the items set forth in Schedule G attached hereto;

“**Distribution Rights**” means all rights to distribute, lease, license, sell or otherwise exploit or deal with the Film in all media (whether now known or hereafter invented or devised), all rights to exhibit and broadcast the Film and all such other rights in and to the Film, including without limitation all ancillary rights and merchandising rights, the Approved Screenplay or any material on which the Film is based or which is incorporated in the Film and as are needed for the full exploitation of the rights described herein throughout the all territories;

“**Enforcement Rights**” means any right of any Secured Party under its respective Security Agreement to:

- (a) appoint a receiver, receiver and manager or administrative receiver;
- (b) apply for the appointment of any administrator;
- (c) exercise any power of sale, assignment, transfer or disposal;
- (d) take possession of (or forfeit the right of any other person to have possession of) any asset or right; or
- (e) any other right (whether or not of a similar nature and existing in any jurisdiction whatsoever) having the effect of enforcing its respective Security Interest;

“**Enforcing Party**” has the meaning set out in Section 4.4;

“**Film**” means the motion picture presently entitled “*Rabid*” based on the Approved Screenplay;

“**Funders**” means RBC, Telefilm Canada and MFC;

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“**Gross Receipts**” has the meaning ascribed to it in the Collection Agreement and until such time shall mean any and all receipts, gross revenues or other amounts paid, accrued, credited or payable in respect of the Film in any and all media and formats, the whole without deduction or set off;

“**Insolvency Event**” means, with respect to Producer, that it (a) becomes insolvent, or is unable or deemed unable or admits in writing its inability to meet its respective debts as they fall due or if a petition is presented (and not discharged within ten days) for the purpose of considering a resolution for the liquidation of such Party or if similar proceedings are taken for the winding up, bankruptcy or dissolution of such Party; or (b) makes an assignment for the benefit of creditors or to an agent authorised to liquidate any substantial amount of its properties or assets; or (c) applies for or consents to the appointment of a receiver or trustee for it or for a substantial part of its property or business or institutes or has instituted against it any proceedings that are not contested reasonably and in good faith for relief under any bankruptcy law or any law for the relief of debtors or has entered against it any order or judgment decreeing its dissolution or division; or (d) has any case commenced against it under any bankruptcy, insolvency or similar law that is not contested reasonably and in good faith; or (e) has a receiver or administrative receiver appointed in respect of any of its assets; or (f) if any event analogous to the foregoing occurs in any jurisdiction;

“**MFC Debt**” means all amounts owing and outstanding to MFC under the MFC Loan Agreement and the Security Agreement to which MFC is a party;

“**MFC First Day Payments**” means the payments listed in Schedule E attached hereto;

“**MFC Funding**” means the amount of USD\$690,000.00 advanced by MFC pursuant to the MFC Loan Agreement;

“**MFC Loan Agreement**” means the Loan Agreement dated _____ between MFC and the Producers in relation to the Film;

“**MFC Repayment Date**” means the date on which MFC notifies the other Parties that the MFC Debt has been repaid in full;

“**MFC Security Interest**” means the Security Interest granted by the Producer to MFC pursuant to the Security Agreements;

“**Minimum Guarantee**” means any minimum guarantee, advance or other fixed payment payable pursuant to a Distribution Agreement;

“**Parties**” mean the parties to this Agreement;

“**Permitted Encumbrances**” means the permitted security interest in favour of the unions and guilds having jurisdiction over the Film, provided such entities have entered into subordination or other agreements satisfactory to RBC and any other Secured Parties, in form satisfactory thereto.

“**Person**” means any natural person, corporation, partnership, joint venture, association, trust or unincorporated organization or any other judicial entity, or a nation, state, government entity or any agency or potential subdivision thereof;

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“**Producer Funding**” means the reinvested amounts of CAD\$679,000.00;

“**Production Accounts**” means the following accounts: Canadian Dollar account number 1246438 and US Dollar account number 4059739 located at Royal Bank of Canada, 1, Place Ville Marie, 8th Floor North, Montreal, Quebec, H3C 3A9 Tel: 514-874-2056, Fax: 514-874-5569, Email: sylvie.audet@rbc.com, Attention: Sylvie Audet, in the name of the Producer;

“**Production First Day Payments**” means the payments listed in Schedule G attached hereto;

“**RBC Debt**” means all amounts from time to time due, owing, payable or outstanding to RBC pursuant to the RBC Loan Agreement and the Security Agreements to which RBC is a party;

“**RBC Event of Default**” means an event of default of the Producer pursuant to the terms of the RBC Loan Agreement other than an RBC Payment Default;

“**RBC First Day Payments**” means the payments listed in Schedule F attached hereto;

“**RBC Funding**” means the CAD Dollar advances in the amount of \$ 2,004,000 to be made available by RBC to the Producer in accordance with the terms of the RBC Loan Agreement;

“**RBC Loan Agreement**” means the offer letter between RBC and the Producer dated as of March 13, 2018, as amended on June 22, 2018 and on August 10, 2018, and as may be further modified, supplemented, amended, or amended and restated from time to time, pursuant to which RBC has agreed to make certain CAD Dollar advances available to the Producer;

“**RBC Payment Default**” means any default to repay amounts owing when due under the RBC Loan Agreement and the date on which RBC, acting reasonably, believes that the Canadian Tax Credit Amounts are likely to be insufficient to repay the amounts owing under the RBC Loan Agreement (together with all associated interest, costs and expenses payable under the RBC Loan Agreement);

“**RBC Priority Collateral**” means: (i) the Canadian Tax Credits and the Canadian Tax Credit Collateral; (ii) all contracts, receipts, accounts and amounts payable from the Canada Feature Film Fund by Telefilm Canada and the OMDC Film Fund by the Ontario Media Development Corporation, as modified, supplemented, amended, restated or replaced thereto;

“**RBC Repayment Date**” means the date on which RBC notifies the other Parties that RBC Debt has been indefeasibly repaid in full and RBC has no further obligation to make loans pursuant to the RBC Loan Agreement;

“**RBC Security Interest**” means the Security Interest granted by the Producer to RBC pursuant to the Security Agreements;

“**Relevant Agreements**” means any and all agreements mentioned or referred in this Agreement or otherwise entered into in connection with the Film;

“**Rights**” means collectively all rights pursuant to the Distribution Agreements, the Sales Agency Agreement and any other rights to distribute and exploit the Film;

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“**Secured Parties**” means the Parties having been granted Security Interests pursuant to the Security Agreements;

“**Security Agreements**” means (a) the charges, security agreements, and mortgages and assignments of copyright in relation to the Film listed in Schedule D attached hereto and (b) any additional security agreements executed in favour of any of the Secured Parties in accordance with the terms of this Agreement;

“**Security Interests**” means the security interests granted to the Secured Parties pursuant to the Security Agreements;

“**Telefilm Canada Agreement**” means the Canada Feature Film Fund – Production Agreement dated as of May 2, 2018 between Telefilm Canada and the Producer, as amended on [TBC], and as may be subsequently modified, supplemented, amended, or amended and restated from time to time.

“**Telefilm Canada Funding**” means the CAD Dollar advances in the amount of \$ 1,020,000 to be made available by Telefilm Canada to the Producer in accordance with the terms of the Telefilm Canada Agreement;

“**Strike Price**” shall have the same meaning as defined in the each of the RBC Completion Guarantee and the MFC Completion Guarantee, respectively;

“**Underlying Rights Agreements**” means the agreements pursuant to which the Producer has acquired the Underlying Rights; and

“**Underlying Rights**” means all necessary rights to the Approved Screenplay and all other rights to enable the Producer to own the copyright to the Film, the initial licensing rights thereto and for the Film to be produced and distributed including the Rights;

1.2 Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. CONSIDERATION

This Agreement is made in consideration of the Parties agreeing to execute the Relevant Agreements and in consideration of the mutual undertakings, agreements and acknowledgements contained in this Agreement and other good and valuable consideration (receipt of which each Party acknowledges).

3. FUNDING

3.1 Producer Funding

It is acknowledged that Producer has advanced the Producer Funding into the Production Account.

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3.2 MFC Funding

It is acknowledged that MFC will advance the MFC Funding into the Production Account at closing less the required amount to pay the MFC First Day Payments which payments shall be made to the parties and as per the instructions set forth in Schedule E. The Producer irrevocably and unconditionally instructs MFC (and the Completion Guarantor hereby agrees) to make the MFC First Day Payments from the first sums to be drawn down under the MFC Funding.

3.3 Telefilm Canada Funding

It is acknowledge that Telefilm Canada will advance the Telefilm Funding into the Production Account in accordance with the Telefilm Canada Agreement.

3.4 RBC Funding

Subject to confirmation that all other funding has occurred from the Funders and all amounts necessary to meet the production costs of the Film in accordance with the approved Budget have been advanced to the Production Account, RBC hereby undertakes to advance an amount equal to the balance of the RBC Funding into the Production Account in accordance with the Approved Cashflow Schedule less the required amounts to pay the RBC First Day Payments which payments shall be made to the parties and as per the instructions set forth in Schedule F. The Producer irrevocably and unconditionally instructs RBC (and the Completion Guarantor hereby agrees) to make the RBC First Day Payments from the first sums to be drawn down under the RBC Funding.

3.5 Production First Day Payments

3.5.1 The Producer undertakes to make the Production First Day Payments to those parties named in and in accordance with the instructions set forth in Schedule G attached hereto following receipt in the Production Account of the MFC Funding and RBC Funding less the required amounts to pay the MFC First Day Payments as further set forth in sections 3.2 and 3.4, respectively. In this regard, the Producer hereby irrevocably and unconditionally instructs RBC to make the Production First Day Payments pursuant to the terms set forth in the preceding sentence.

3.6 Abandonment and Non-Delivery

3.6.1 RBC shall not be obliged to make any payments or any further payments pursuant to this Section 3 if the Film has been abandoned.

3.7 Currency Requirements, Overbudgets and Shortfall

If an amount in excess of the aggregate of the MFC Funding, the Producer Funding, the Telefilm Canada Funding and the RBC Funding (when converted into the currencies required by the Approved Cashflow Schedule) is required to meet the production costs of the Film, for any reason whatsoever, including changes in currency thereto (the “**Shortfall**”), the Producer shall forthwith, to the satisfaction of the Funders, either (i) pay an amount equal to the Shortfall to the Production

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Account; (ii) procure that deferments are made equal to the Shortfall and supply evidence to the Secured Parties that such deferments have been agreed.

3.8 Foreign Exchange Contracts

The Producers hereby agree that concurrently with or immediately after receiving the MFC Funding set out above into the Production Account, the Producers will proceed to a one time spot exchange rate as approved by the Secured Parties which in addition to the RBC Funding the Telefilm Canada Funding and the Producer Funding (deemed funded) shall be sufficient to ensure amounts equal to the Approved Budget and the production costs of the Film will be met. Upon such occurrence, the foreign currency exclusion under the MFC Completion Guarantee shall be deemed waived.

3.9 Strike Price

It is acknowledged that the Strike Price is CAD dollars 2,914,255 (less CAD \$ 104,075.00 in interest reserve and management fees) and US dollars 690,000 (less 146,600 in interest, set up and legal fees) and the Guarantor irrevocably agrees with each of RBC and MFC that the Strike Price will be deemed to have been funded in full in accordance with the Completion Guarantee when an amount equal to the aggregate of the RBC Funding, the Telefilm Canada Funding and MFC Funding is paid in accordance with Clauses 3.2, 3.3 and 3.4 above.

4. RIGHTS, SECURITY INTERESTS AND NON-DISTURBANCE

4.1 Vesting of rights

Notwithstanding any contrary provision contained in any Agreements in respect of the Film, the Parties hereto hereby acknowledge and agree that any interest in and to the Film, the Underlying Rights, the Distribution Rights, the Collateral vest subject to the Security Interests in the order of priority specified in Section 4.3;

4.2 The Security Interests

4.2.1 Each of the Parties consents to the entry into of the Security Agreements by the Chargors and the creation of the Security Interests. To the extent necessary for the consents given hereunder, all Parties hereto amend all prohibition on alienation and negative pledges in any Relevant Agreements to which they are a party.

4.2.2 Each of the Secured Parties confirms that it has not taken, and will not hereafter take, including an increase in the amount thereof, a priority security interest in and to the RBC Priority Collateral from any of the Chargors or any other party other than the Security Interests without the prior written consent of each of the other Secured Parties. However, the RBC shall have the right to increase the amount thereof without the consent of the other parties provided same is based only on the RBC Priority Collateral, including any increase in the amount of the Canadian Tax Credits.

4.2.3 Each of the Parties (other than the Secured Parties) hereby confirms that it has not taken, and will not hereafter take, any security interest in and to or in relation to the

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Film or the RBC Priority Collateral. To the extent applicable, all Secured Parties hereby subordinate any and all security interests in the RBC Priority Collateral which have been granted in their favour pursuant to any documents other than the Security Agreements (including without limitation any security agreements entered into in connection with any pre-production or development funding provided by any of the Parties).

- 4.2.4 Each of the Chargors hereby warrants and represents for itself only that it has not granted any security interest to any third party over any of the Film or the RBC Priority Collateral other than the Security Interests or the Permitted Encumbrances and undertakes that it will not do so without the prior written consent of all the Secured Parties.
- 4.2.5 None of the Parties shall make any legal or equitable challenge in relation to the validity of the Security Interests.
- 4.2.6 Notwithstanding anything to the contrary contained in this Agreement, in the event that any of the Chargors has granted a security interest in and to the Film and the RBC Priority Collateral to any of the Parties and whether or not such security has been registered at any personal property security registry or any other applicable charges registries or has otherwise been attached or perfected, the Parties hereby expressly agree that such security shall rank in the order of priority set out in Section 4.3 below.
- 4.2.7 The Secured Parties agree that they shall not enforce their Security Interests (i) in the RBC Priority Collateral without the prior written consent of RBC until the RBC Repayment Date and (ii) in the Collateral without the prior written consent of MFC until the MFC Repayment Date.

4.3 Priority

- 4.3.1 The Secured Parties agree that at all times in relation to the RBC Priority Collateral:
- a) the RBC Security Interest shall rank in first position until the RBC Repayment Date; and thereafter
 - b) the MFC Security Interest shall rank in second position until the MFC Repayment Date; and thereafter;
 - c) the Completion Guarantor Security Interest shall rank in third position until the CG Repayment Date;

The Secured Parties agree that their Security Interests are subordinated accordingly.

- 4.3.2 The Secured Parties agree that at all times in relation to the Collateral, other than the RBC Priority Collateral:
- a) the MFC Security Interest shall rank in first position until the MFC Repayment Date; and thereafter

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- b) the RBC Security Interest shall rank in second position until the RBC Repayment Date; and thereafter
- c) the Completion Guarantor Security Interest shall rank in second position until the Completion Guarantor Repayment Date.

4.4 Exercise of Rights by Secured Parties

- 4.4.1 A Secured Party (the “**Enforcing Party**”) will not take any action under, or exercise any rights it may have, at law, in equity, or otherwise pursuant to its Security Interests in any part of the Collateral without the prior written consent of those Secured Parties whose Security Interests in that part of the Collateral rank higher or equal in priority than the Enforcing Party’s Security Interest in that part of the Collateral.
- 4.4.2 Notwithstanding the foregoing, MFC shall be entitled to take any action under, or exercise any rights it may have, at law, in equity, or otherwise pursuant to its Security Interest provided that RBC agrees that it shall be entitled to exercise its Security Interest over the Rights subject only to the occurrence of a MFC Payment Default.
- 4.4.3 Notwithstanding Clause **Erreur ! Source du renvoi introuvable.**, the Guarantor may, on prior written notice to (but without the prior written approval of) the other Secured Parties, exercise the Guarantor Security Interest or its rights under the Completion Agreement (including its takeover right) but
 - a) only to the extent necessary to effect Completion and Delivery of the Film (as defined in the RBC Completion Guarantee and the MFC Completion Guarantee, respectively);
 - b) provided the Guarantor does so in a manner that will not materially affect, prejudice or otherwise interfere with any of the Security Interests.
- 4.4.4 Without limiting the rights and recourses of the other Secured Parties due to the failure of a Secured Party to respect Section 4.4.1 (and the liability of such Secured Party resulting from such failure), no Secured Party (other than RBC) may knowingly prior to the RBC Repayment Date, without the prior written consent of RBC, take any action under, or exercise any rights (including any takeover right) it may have, at law, in equity, or otherwise pursuant to its Security Interests or take any action which shall prevent or impede (i) the Film satisfying the Applicable Requirements; (ii) the claim for the Canadian Tax Credit Amounts being made; (iii) RBC receiving the Canadian Tax Credit Amounts, or (iv) which might diminish or delay the timely payment of the Canadian Tax Credit Amounts. For clarity, MFC and Completion Guarantor make no representation as to the ability of the Film or the Producer to achieve any of the foregoing.
- 4.4.5 Any Secured Party whose Security Interests rank higher than the other Secured Party shall, where practicable, give a prior written notice to the other Secured Parties before exercising any of its Enforcement Rights, but any failure so to do shall not be a material breach of this obligation.

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4.5 Effect of Priority Sections

The provisions of Section 4.3 shall take effect notwithstanding

- 4.5.1 any contrary provision in any Relevant Agreement, other agreement or document to which any of the Secured Parties is a party;
- 4.5.2 any priority in time of creation, attachment or perfection of any of the Security Interests and, to the fullest extent as may be required to give full effect to the priority provisions of Section 4.3;
- 4.5.3 any provision of, or filing or recording under, or any other applicable statute, rule, rule of law or regulation in Canada or any other jurisdiction; and
- 4.5.4 any invalidity or other defect in any of the Security Interests that might otherwise affect any priority in time of creation, attachment or perfection of such Security Interests.

4.6 Enforcement Proceeds

Without limiting the rights and recourses of the other Secured Parties due to the failure of a Secured Party to respect Section 4.4.1 (and the liability of such Secured Party resulting from such failure), (i) save in respect of the RBC Priority Collateral, any Enforcing Party shall procure that all monies received by a receiver, receiver and manager or administrative receiver (or such equivalent person designated pursuant to any law) appointed under any of the Security Agreements (and the proceeds of the exercise of any other Enforcement Right by any of the Secured Parties) shall, after paying his or her remuneration and after providing for all costs, and expenses of such receiver, receiver and manager or administrative receiver be applied to MFC in repayment of the MFC Debt until the MFC Repayment Date and in second position to RBC in repayment of the RBC Debt until the RBC Repayment Date and in third position to the Completion Guarantor until the Completion Guarantor Repayment Date and thereafter in accordance with the recoupment schedule set out in the Collection Agreement; and (ii) in respect of the RBC Priority Collateral, all monies received by a receiver, receiver and manager or administrative receiver (or such equivalent person designated pursuant to Canadian law) appointed under any of the Security Agreements (and the proceeds of the exercise of any other Enforcement Right by any of the Secured Parties) shall, after paying his or her remuneration and after providing for all costs, and expenses of such receiver, receiver and manager or administrative receiver be applied first in repayment of the RBC Debt until the RBC Repayment Date and thereafter in second position to MFC until the MFC Repayment Date, and in third position to Completion Guarantor until the Completion Guarantor Repayment Date.

4.7 Quiet Enjoyment

- 4.7.1 Each of the Secured Parties agrees for itself only that it will not do anything, take any action or exercise any right it now has or may hereafter have, at law, in equity or otherwise so as to interfere with or impede the performance of the Completion Guarantor's obligations under their approved completion guarantee provided that the Parties agree that MFC and RBC may do so if there is no completion guarantor or the

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Completion Guarantor has been relieved of its obligations under any completion guarantee or as provided for in their respective Completion Guarantee;

- 4.7.2 No Party (other than Completion Guarantor, RBC or MFC, as permitted by Section 4.7.1 hereof) will exercise any takeover right it may have without the prior written consent of MFC, RBC and the Completion Guarantor and the Completion Guarantor shall not exercise any takeover right contrary to the provisions hereof.
- 4.7.3 Except MFC until the MFC Repayment Date and thereafter RBC until the RBC Repayment Date, each Secured Party hereby agrees not to interfere with or impede the rights granted to (i) the Distributors under the Distribution Agreements unless such Distributor is in material breach of the relevant Distribution Agreement or a Relevant Agreement and in the event of such breach the Secured Party having a first priority Security Interest at the material time in the relevant part of the Collateral shall have the right to take such action as it considers necessary pursuant to the relevant Distribution Agreements (including the right to terminate any relevant Distribution Agreement).

4.8 Further Assurance

Each of the Secured Parties agrees that, at the request and expense of any other Secured Party (but at the expense of the Producers if MFC or RBC is the requesting party and the further assurance is in favour of either or them) it will do such acts and execute, prepare and/or file such documents as may be necessary to effect or perfect the priorities, subordinations, releases and agreements agreed in this herein. Where joint notice is required to be given by any of the parties under any laboratory pledgeholder agreement or production account letter or other document executed to effect or supplement the security given to the Secured Parties, then each applicable Secured Party will give such notice in order to give effect to the provisions herein.

4.9 Benefit of Secured Parties

Section 4 is for the benefit of the Secured Parties only. All rights of the Secured Parties against the Chargors and any third party are expressly reserved and not hereby waived as between the Secured Parties (on the one hand) and the Chargors and any such third party (on the other hand).

5. THE CANADIAN TAX CREDITS

5.1 Agreement of the Parties other than RBC

- 5.1.1 For the benefit of RBC until the RBC Repayment Date, each of the Parties (other than RBC):
- a) Producer agrees for itself only that the Producer will be making a claim for the Canadian Tax Credit Amounts,
 - b) agrees for itself only that the Canadian Tax Credit Collateral has been assigned by way of security in first position by the Producer to RBC;

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- c) agrees for itself only that the Canadian Tax Credit Amounts shall be the subject of an irrevocable instruction by the Producer (which is hereby given) to RBC and acknowledges that the full amount of the Canadian Tax Credit Amounts shall be applied in accordance with that certain agreement between the Producer and RBC in respect thereof; and
 - d) undertakes that they shall promptly remit to RBC (to the extent of their respective possession or control) the Canadian Tax Credit Amounts inadvertently or otherwise received by any of such Parties.
- 5.1.2 MFC shall not knowingly effect any transaction or knowingly take any other action which would (i) materially and adversely affect RBC's rights pursuant to the Canadian Tax Credit Assignments or (ii) which action shall cause the Canadian Tax Credit Amounts to be less than the amount anticipated.
- 5.1.3 The Completion Guarantor shall not effect any transaction or knowingly take any other action which would (i) materially interfere with RBC's rights pursuant to the Canadian Tax Credit Assignments or (ii) which would cause the Canadian Tax Credit Amounts to be less than the amount anticipated.

5.2 The right to receive the Canadian Tax Credit Amounts

The Producer undertakes that:

- a) the Producer shall maintain and enforce such rights as it may have to qualify for, apply for and receive the Canadian Tax Credit Amounts;
- b) it will do or omit to do anything in relation thereto which may reasonably be expected to adversely affect the Producer's right to qualify for, apply for and receive the Canadian Tax Credit Amounts; and
- c) until RBC Repayment Date, the Producer shall act in accordance with the instructions of RBC in relation to any procedure for appealing any refusal by the relevant government authority to allow all or any part of the Producer's application for the Canadian Tax Credit Amounts.

5.3 Payment direction

Immediately following the RBC Repayment Date, the Producer irrevocably undertakes to pay: (i) any surplus Canadian Tax Credit Amounts first directly to MFC, its respective advance made in accordance with Section 3 and second, if any surplus remains, directly to Completion Guarantor for repayment of any Completion Guarantor Debt; and immediately following the Completion Guarantor Repayment Date (ii) any surplus Minimum Guarantees received or surplus sums paid to the Collection Account to be disbursed in accordance with the applicable terms of the Collection Agreement.

6. APPROVALS

Each of the Parties confirms (for itself only) for the benefit of the Secured Parties only that it has approved the Approved Budget, the Approved Cash Flow Schedule, the Approved Production Schedule, the Approved Director and the Approved Screenplay (to the extent it has the right to approve the same) and hereby amends all Relevant Agreements so as to give effect to the foregoing. Further, each of the parties hereby agrees that any rights of approval that it may have or require will be exercised by them reasonably and not to delay the production of the Film or in such manner as to jeopardize the Film from qualifying for the Canadian Tax Credits Amounts or to materially reduce the Canadian Tax Credit Amounts. For clarity, neither of MFC and Completion Guarantor are making any representations as to the ability of the Film to qualify for the Canadian Tax Credits nor with respect to any quantum of such Canadian Tax Credits.

7. INSURANCE

7.1 Production Insurances

7.1.1 If any insurance proceeds are paid out in respect of the Film, to the extent that these are not paid (i) to the Producer (the Completion Guarantor as applicable or the security assignees) and used towards the completion and delivery of the Film or (ii) to any Secured Party with an insured interest in respect of the Film in accordance herewith, such insurance proceeds shall be applied in accordance with the priorities set out in Section 4.3.

7.1.2 If any insurance proceeds are paid out in respect of the Film, the Parties shall procure that such insurance proceeds are paid out in the order of priority set forth in Section 4.3. For the avoidance of doubt, the Producer expressly consents to the subrogation of the Secured Parties in its respective rights to receive insurance proceeds and to the payment to the Secured Parties of insurance proceeds directly from applicable insurers without notice or recourse to it. The Producer hereby irrevocably authorises the Secured Parties to serve all relevant notices and other documents as may be required from time to time upon insurance companies so as to fully preserve the Secured Parties' rights. The Parties shall hold such proceeds on trust (which each hereby declares) for the beneficiaries of this clause.

7.2 Errors and Omissions Insurance

Any proceeds of the errors and omissions policy paid out in respect of the Film shall be paid to the Parties as their respective interests appear on such policy.

7.3 Undertaking

The Producer undertakes to do all things necessary to ensure that all exclusions to the coverage of the errors and omissions policy shall be cleared prior to Completion and Delivery (as such expression is defined in the RBC Completion Guarantee and the MFC Completion Guarantee, respectively). This shall include without limitation obtaining all licences, clearances and consents necessary for the worldwide exploitation of the Film in all media and by all means.

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8. WARRANTIES, UNDERTAKINGS AND ACKNOWLEDGEMENT

8.1 Producers

The Producer represents, warrants and undertakes

- 8.1.1 that the Film will be produced and delivered in accordance with all of the requirements of the Relevant Agreements and in accordance with the Approved Budget, the Approved Screenplay, the Approved Cash Flow Schedule and the Approved Production Schedule;
- 8.1.2 that it will comply with and perform its obligations under the Relevant Agreements to which it is a party;
- 8.1.3 that each Relevant Agreement to which it is a party is in full force and effect;
- 8.1.4 that the Film will qualify as a Canadian film in accordance with the guidelines and regulations established by the Canadian Audio-Visual Certification Office and Telefilm Canada;
- 8.1.5 that neither it nor, to the best of its knowledge having made due enquiry, any other party is in breach of any Relevant Agreement to which it is a party;
- 8.1.6 that it shall apply all sums received into the Production Accounts only towards the cost of producing the Film and in all respects in accordance with the provisions of the Approved Budget and the Approved Cash Flow Schedule and solely towards defraying the direct cash cost of the Film;
- 8.1.7 that it will inform each of RBC, Completion Guarantor, and MFC immediately of any proposed departure from the Approved Budget (other than a non-material reallocation within budget lines), and will provide RBC, Completion Guarantor and MFC with all relevant information relating thereto;
- 8.1.8 that all costs of production of the Film shall be discharged by the Producer promptly as and when they fall due;
- 8.1.9 that it shall implement all insurance policies required by the Secured Parties pursuant to their respective financing agreements by no later than the date of this Agreement and shall ensure that such policies remain in full force and effect for the period required by the Secured Parties;
- 8.1.10 that it shall not do anything nor allow anything to be done whereby any policy or policies of insurance taken out by it in relation to the Film may be or become void or voidable or whereby any such insurances might be prejudiced, cancelled or avoided;
- 8.1.11 that, at the request and expense of any Secured Party it shall renew (or procure the renewal of) all such insurance policies at least fourteen (14) days before the relevant policies or contracts expire, and shall procure that the approved broker shall promptly

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confirm in writing to each of the Secured Parties when each such renewal has been effected;

- 8.1.12 that it shall promptly pay or procure for the payment of all premiums, calls, contributions, or other sums payable in respect of all such insurance policies and produce all relevant receipts when so required by any of the Secured Parties failing which any of the Secured Parties may pay such premiums itself and the amount of the premiums and all costs, charges and expenses relating to that payment shall be recoverable by the Secured Parties from the Producers on a joint and several basis;
- 8.1.13 that it shall, upon becoming aware of the happening of any event giving rise to a claim under any insurances, forthwith give notice to the appropriate insurers and to each Secured Party;
- 8.1.14 that it shall reimburse any relevant Secured Party the cost to such Secured Party of effecting any of such insurance policies to protect the interest of that Secured Party in the Film;
- 8.1.15 that it shall not exercise its right (if any) to close the Production Account until the Film has been Completed and Delivered; and
- 8.1.16 that it shall comply with all obligations, relating to credits and press releases set out in the Relevant Agreements.

8.2 Indemnity

The Producer shall indemnify the other Parties and keep each of them fully indemnified against all proceedings, costs, claims, damages, expenses (including independent legal expenses and loss of profits) and liabilities arising directly or indirectly from any breach of its undertakings, obligations or warranties contained herein.

8.3 The Relevant Agreements

- 8.3.1 Each of the Parties severally represents and warrants for the benefit of the other Parties that, as of the date hereof, to the best of its knowledge, no default exists under the Relevant Agreements to which it is a party and the Relevant Agreements to which it is a party are in full force and effect and are the legal, valid and binding obligations of that Party enforceable against that Party in accordance with their terms.
- 8.3.2 Without prejudice and subject to Section 3 and for the benefit of the Secured Parties only, each of the Parties (other than RBC) hereby confirms (for itself only) to each of the Secured Parties that all conditions precedent to the Relevant Agreements to which it is a party have been fulfilled or waived.
- 8.3.3 Each of the Parties agrees for each other's benefit that unless it is expressly permitted to do so pursuant to this Agreement, it will not amend, modify, terminate, supplement or cancel any of the Relevant Agreements without first obtaining the prior written consent of each Secured Party (such consent not to be unreasonably withheld) to the extent that

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such modification or termination will be likely to have a material adverse effect on that Secured Party.

9. NOTICES

9.1 Method of Giving Notice

Any Notice shall be in writing and shall be given either by personal delivery, fax (or first class registered mail (registered airmail if overseas) and is deemed to have been delivered

9.1.1 on the date delivered (if sent by personal delivery) if such delivery was made during business hours at the place of receipt or (if not) at the start of the first Business Day thereafter;

9.1.2 on a date two (2) Business Days after being posted (in the case of airmail, five (5) Business Days).

9.2 Addresses for Notices

Until further notice (which shall be given as herein provided, except that for a notice of change of address to be effective it must actually be received by the recipient) notices to the Parties shall be sent to the address of the applicable Party as set out at the beginning of this Agreement. A copy of any notice to RBC shall additionally be sent to Sam Coppola, c/o Gascon & Associates LLP, 1100 René Lévesque West, Suite 700, Montréal, Québec Canada H3B 4N4 and by email to scoppola@gascon.ca. A copy of any notice to MFC shall additionally be sent to Kami Naghdi, Clintons, 55 Drury Lane, London WC2B 5RZ, UK and by email to knaghdi@clintons.co.uk.

10. MISCELLANEOUS

10.1 Governing Law and Jurisdiction

This Agreement and any non contractual obligations arising in relation hereto shall be governed by, and construed in accordance with, the laws of the Province of Québec and the laws of Canada applicable therein, and the Parties hereby submit to the non-exclusive jurisdiction of the courts of the City of Montréal, Québec.

10.2 Obligations

Notwithstanding anything in to the contrary in this Agreement (but subject to Guarantor's obligations under the Completion Guarantee), no Party shall be required or obliged in any manner to perform any obligations of any other Party relating to the Film.

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10.3 Conflict

If there is any conflict between the provisions of this Agreement and any other agreement to which two or more of the Parties is a party, the provisions of this Agreement shall prevail as amongst all the Parties to this Agreement.

10.4 Illegality

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law or for any other reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.5 No Partnership

Nothing in this Agreement shall:

10.5.1 constitute or be deemed to constitute a partnership or joint venture between any of the Parties; or

10.5.2 create or be deemed to create a relationship of principal and agent between any of the Parties.

10.6 Counterparts and Facsimile and Email Copies

This Agreement may be executed in counterparts. A counterpart signature page of this Agreement executed by a Party and sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment. In relation to each counterpart, if a counterpart signature page is signed prior to the final text of this Agreement being agreed by all parties then upon confirmation by or on behalf of the signatory that the signatory authorises the attachment of such counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect together with such final text as a complete authoritative counterpart.

10.7 Third Party Rights

A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

10.8 Successors and Assigns

10.8.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

10.8.2 No Party (other than MFC and RBC) may assign the benefit of this Agreement without the prior written approval of the other Parties other than to assign this Agreement by way of security to the Secured Parties.

[Signature pages follow]

In witness whereof, the Parties have duly executed this Agreement on the day and year first written above.

ROYAL BANK OF CANADA

Per: _____
Name: _____
Title: _____

BACK 40 PICTURES INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

MEDIA FINANCE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

FILM FINANCES CANADA LTD.

Per: _____
Name: _____
Title: _____

In witness whereof, the Parties have duly executed this Agreement on the day and year first written above.

ROYAL BANK OF CANADA

Per: _____
Name: _____
Title: _____

BACK 40 PICTURES INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

MEDIA FINANCE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

FILM FINANCES CANADA LTD.

Per: _____
Name: _____
Title: **ANTONIETTA PRESTA**
VP BUSINESS &
LEGAL AFFAIRS

In witness whereof, the Parties have duly executed this Agreement on the day and year first written above.

ROYAL BANK OF CANADA

Per: _____
Name: _____
Title: _____

BACK 40 PICTURES INC.

Per: _____
Name: _____
Title: _____

MEDIA FINANCE CAPITAL LIMITED

Per: _____
Name: **DGI**
Title: **MANAGING DIRECTOR**

FILM FINANCES INC.

Per: _____
Name: _____
Title: _____

In witness whereof, the Parties have duly executed this Agreement on the day and year first written above.

ROYAL BANK OF CANADA

Per: 
Name: _____
Title: _____

BACK 40 PICTURES INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

MEDIA FINANCE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

FILM FINANCES CANADA LTD.

Per: 
Name: _____
Title: **ANTONIETTA PRESTA**
VP BUSINESS &
LEGAL AFFAIRS

SCHEDULE A
APPROVED BUDGET
[SEE ATTACHED]

SCHEDULE B
APPROVED CASH FLOW SCHEDULE
[SEE ATTACHED]

SCHEDULE C
APPROVED PRODUCTION SCHEDULE
[SEE ATTACHED]

SCHEDULE D**SECURITY AGREEMENTS****RBC SECURITY**

- General Security Agreement granted by the Producer in favour of RBC dated July 6, 2018;
- Film Production Security Agreement granted by the Producer in favour of RBC dated July 6, 2018;
- Copyright Mortgage granted by the Producer in favour of RBC dated July 6, 2018;

MFC SECURITY

- General Security Agreement granted by the Producer in favour of MFC dated 15 June 2018;
- Copyright Mortgage granted by the Producer in favour of MFC dated 15 June 2018;

COMPLETION GUARANTOR SECURITY

- Completion Agreement and Copyright and Mortgage Assignement both dated July 23, 2018.

SCHEDULE E
MFC FIRST DAY PAYMENTS
PAYMENTS DUE ON CLOSING OF FINANCING







[See attached]

SCHEDULE F
RBC FIRST DAY PAYMENTS
PAYMENTS DUE ON CLOSING OF FINANCING

[See attached]

SCHEDULE G
PRODUCTION FIRST DAY PAYMENTS
PAYMENTS DUE ON CLOSING OF FINANCING

[See attached]

TRINITY BACKHO PICTURES, Inc Cash Flow		cn\$ JUL16/2018 exchange = 1.30	BUDGET	Paid T-12/14	Prep 6 w/e: Jul14	SPO 1 w/e: Jul21	SPO 2 w/e: Jul28	CLOSING SPO 3 w/e: Aug04	SPO 4 w/e: Aug11	Wrap 1 Post 1 w/e: Aug18	Week 1 Post 2 w/e: Aug25	Week 2 Post 3 w/e: Sep01	Week 3 Post 4 w/e: Sep08	Week 4 Post 5 w/e: Sep15	Week 5 Post 6 w/e: Sep22		
BONDS / DEPOSITS / GST			328,500	31,151	-4,000	34,337	35,332	70,803	17,619	32,526	-41,003	3,364	-145,769	-3,716	11,901	4,000	
Weekly Cash OUTFLOW				502,877	503,000	403,169	615,475	1,232,792	1,000,000	600,849	244,018	51,874	-315,426	-71,917	22,459	14,000	
Weekly Cash INFLOW		5,864,475		612,500	610,000	0	652,250	302,875	0	0	517,500	0	0	0	0	0	
Weekly Cash Required (Inflow - Outflow)				-109,623	-46,197	403,169	-36,775	929,917	1,800,000	600,849	-273,482	51,874	-315,426	-71,917	22,459	14,000	
 Michael V. Gial				 Michael V. Gial													
 Michael V. Gial				 Michael V. Gial													
 Michael V. Gial				 Michael V. Gial													

Cash Flow									
	cn\$	NOV	NOV	DEC	JAN	FEB	QTR	QTR	YTD
	2018	2018	2018	2018	2018	2018	2018	2018	2018
BONDS / DEPOSITS / GST	328,500	-1,581	11,509	7,930	3,718	403	2,223	21,205	21,205
Weekly Cash OUTFLOW	-	254,188	148,264	75,141	33,527	3,503	19,323	841,707	5,086,791
Weekly Cash INFLOW	6,884,475	210,000	0	0	0	0	954,625	1,984,725	5,065,475
Weekly Cash Required (Inflow - Outflow)		44,188	148,264	75,141	33,527	3,503	-935,302	-1,143,018	

"Rabid"																187
Back40 Pictures Inc																
Cash Flow	cn\$	CLOSING														
	JUL16/2018	Paid	Prep 6	Shoot 1	Shoot 2	Shoot 3	Shoot 4	Wrap 1	Wrap 2	Post 3	Post 4	Post 5	Post 6	Post 7		
	exchange = 1.30	To-Date	w/e: Jul14	w/e: Jul21	w/e: Jul28	w/e: Aug04	w/e: Aug11	Post 1	Post 2	w/e: Sep01	w/e: Sep08	w/e: Sep15	w/e: Sep22	w/e: Sep29		
BUDGET																
Cash Inflows																
Telefilm	2,100,000	450,000	630,000			180,000			420,000							
OMDC	325,000	162,500							97,500							
A71 Entertainment	200,000					40,000										
101 Films (world excl.)	637,500					63,750										
101 Films (U.K.)	191,250					19,125										
Federal Tax Credit	1,731,725															
Ontario Tax Credit	0															
Ontario Tax Credit - Regional	0															
DEFERRAL - William F. White	150,000															
DEFERRAL - Urban Post	125,000															
DEFERRAL - Producers	384,000															
DEFERRAL - Writer	20,000															
TOTAL Funding	\$ 5,864,475	612,500	630,000	0	0	302,875	0	0	517,500	0	0	0	0	0	0	
Bridge Financing						652,250	-652,250									
Media Finance (interim financing)							652,250									
TOTAL Cash Inflows	\$ 5,864,475	612,500	630,000	0	652,250	302,875	0	0	517,500	0	0	0	0	0	0	
01.00 STORY RIGHTS/ACQUISITIONS																
01.01	Story Rights/Acquisitions	50,000							50,000							
	TOTAL 01	50,000	0	0	0	0	0	0	50,000	0	0	0	0	0	0	
02.00 SCENARIO																
02.01	Writer	35,000					15,000									
02.05	Story Consultant															
02.27	Clearances / Searches	4,000	2,500				1,500									
02.90	Admin Fees															
02.99	Writer: Fringes															
	TOTAL 02	39,000	2,500	0	0	0	16,500	0	0	0	0	0	0	0	0	
03.00 DEVELOPMENT COSTS																
03.01	Development Consulting	15,000	15,000													
	TOTAL 03	15,000	15,000	0	0	0	0	0	0	0	0	0	0	0	0	

"Rabid"																188	
Back40 Pictures Inc																	
Cash Flow	cn\$									CLOSING	Wrap 1	Wrap 2					
	JUL16/2018		Paid	Prep 6	Shoot 1	Shoot 2	Shoot 3	Shoot 4			Post 1	Post 2	Post 3	Post 4	Post 5	Post 6	Post 7
	exchange = 1.30	BUDGET	To-Date	w/e: Jul14	w/e: Jul21	w/e: Jul28	w/e: Aug04	w/e: Aug11			w/e: Aug18	w/e: Aug25	w/e: Sep01	w/e: Sep08	w/e: Sep15	w/e: Sep22	w/e: Sep29
04.00 PRODUCER																	
04.05 Producers	300,000																
04.10 Line Producer	8,000		8,000														
04.99 Producer: Fringes																	
TOTAL 04	308,000		8,000	0	0	0	0	0			0	0	0	0	0	0	0
05.00 DIRECTOR																	
05.01 Director	242,725		75,000				86,816									80,908	
05.60 Director: Travel	2,200				1,100												
05.65 Director: Living	39,910		5,800	910	910	910	6,710	910		910	6,710	910	910	910	910	910	6,710
05.99 Director: Fringes	15,680						10,454									5,227	
TOTAL 05	300,515		80,800	910	2,010	910	103,980	910		910	6,710	910	910	910	910	87,045	6,710
06.00 STARS																	
06.01 Stars: Rose	145,001		36,000			45,000	64,001										
06.02 Stars: Burroughs	75,000						25,000	25,000		25,000							
06.10 Stars: Travel	3,000					1,500					1,500						
06.20 Stars: Living Expenses	14,400			1,400	3,100	3,100	3,100	1,700		1,700	300						
06.95 Stars: Other	1,000			200	200	200	200	200									
06.99 Stars: Fringes	35,728		5,846	0			9,960	9,960		9,962							
TOTAL 06	274,129		41,846	1,600	3,300	49,800	102,261	36,860		36,662	1,800	0	0	0	0	0	0
TOTAL "A"	986,644		148,146	2,510	5,310	50,710	222,741	37,770		37,572	58,510	910	910	910	87,045	6,710	
10.00 CAST																	
10.02 Actra Leads	86,145			63,333			34,458	17,229		17,229	17,229						
10.05 Principals	22,601						9,040	4,520		4,520	4,520						
10.10 Actors	64,823			63,333			25,929	12,965		12,965	12,965						
10.50 Stunt Coordinator	29,843		6,632	3,316	3,316		6,632	3,316		3,316	3,316						
10.52 Stunts / Adjustments	95,393			63,333			38,157	19,079		19,079	19,079						
10.70 Casting Director	25,000				12,500		12,500										
10.75 Casting: Expenses						0											
10.92 Permits	450			450													
10.95 Other	10,000					2,500	2,500	2,500		2,500							
10.99 Cast: Fringes	44,678		992	496	496	0	17,078	8,539		8,539	8,539						
TOTAL 10	378,933		7,624	194,261	16,312	2,500	146,295	68,147		68,147	65,647	0	-189,999	0	0	0	0
11.00 EXTRAS																	
11.01 Special Skills Extras	23,172					4,634	4,634	4,634		4,634	4,634						
11.10 General Extras	90,560					18,112	18,112	18,112		18,112	18,112						
11.20 Stand-Ins	15,029					3,006	3,006	3,006		3,006	3,006						
11.70 Extras: Casting Director	4,500					900	900	900		900	900						
11.75 Extras: Casting Expenses						0	0	0		0	0						
11.99 Extras: Fringes	20,911					5,228	5,228	5,228		5,228							
TOTAL 11	154,172		0	0	0	31,880	31,880	31,880		31,880	26,652	0	0	0	0	0	0
12.00 PRODUCTION STAFF																	
12.05 Production Manager	46,400		10,400	4,000	4,000	4,000	4,000	4,000		4,000	4,000	4,000	4,000				
12.10 Location Manager	21,008		2,008	2,500	2,500	2,500	2,500	2,500		2,500	2,500	1,500					
12.16 Asstnt Location Manager	11,104			1,633	1,633	1,633	1,633	1,633		1,633	1,306						
12.18 Location P.A. (dgc)	9,836				468	2,342	2,342	2,342		2,342							
12.19 Location Scout	3,266		3,266														
12.20 1st Asstnt Director	32,458		12,736	3,287	3,287	3,287	3,287	3,287		3,287							

"Rabid"																	189
Back40 Pictures Inc																	
Cash Flow	cn\$																
JUL16/2018																	
exchange = 1.30		BUDGET	Paid	Prep 6	Shoot 1	Shoot 2	Shoot 3	Shoot 4	Wrap 1	Wrap 2	Post 3	Post 4	Post 5	Post 6	Post 7		
		To-Date	w/e: Jul14	w/e: Jul21	w/e: Jul28	w/e: Aug04	w/e: Aug11	w/e: Aug18	w/e: Aug25	w/e: Sep01	w/e: Sep08	w/e: Sep15	w/e: Sep22	w/e: Sep29			
12.23	2nd Asstnt Director	19,392	4,848	2,424	2,424	2,424	2,424	2,424	2,424								
12.28	3rd Asstnt Director	7,982			1,535	1,535	1,535	1,535		307							
12.30	Office P.A. #1	10,800	3,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	800						
12.31	Office P.A. #2	7,800	1,000	1,000	1,000	1,000	1,000	1,000	1,000	800							
12.35	Set Prod'n Assistant (dgc) #1	5,281			689	1,148	1,148	1,148	1,148								
12.36	Set Prod'n Assistant (dgc) #2	5,281			689	1,148	1,148	1,148	1,148								
12.37	Set Prod'n Assistant (dgc) #3	5,281			689	1,148	1,148	1,148	1,148								
12.38	Set Prod'n Asstnts: Dailies	-															
12.43	Prod'n Coordinator	29,500	10,000	5,000	2,500	2,500	2,500	2,500	2,500	2,500	2,000		-2,500				
12.45	Asstnt Prod'n Coordinator	17,992	5,303	1,866	1,866	1,866	1,866	1,866	1,866	1,493							
12.50	Production Accountant	41,300	7,000	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	2,800				
12.51	1st Asstnt Accountant	17,860	3,040	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,520						
12.52	2nd Asstnt Accountant	10,810	1,840	1,150	1,150	1,150	1,150	1,150	1,150	1,150	920						
12.54	Accounting Clerk					0	0	0	0	0							
12.70	Craft Services #1	6,511			311	1,550	1,550	1,550	1,550								
12.71	Craft Services #2	5,908				1,477	1,477	1,477	1,477								
12.80	Script Supervisor/Continuity	13,250			1,500	2,812	2,812	2,812	2,812	502							
12.95	Production: Kits	-		0	0	0	0	0	0	0							
12.99	Production: Fringes	84,239	16,499	51,741	8,357	10,221	10,221	10,221	10,221	5,366	3,646	1,920	77	-44,250			
	TOTAL 12	413,259	80,940	81,001	40,998	50,141	50,141	50,141	50,141	26,324	17,886	9,420	377	-44,250	0		
13.00	DESIGN LABOUR																
13.01	Production Designer	38,730	14,896	3,724	3,724	3,724	3,724	3,724	3,724	1,490							
13.10	Art Director	26,187	13,624	1,926	1,926	1,926	1,926	1,926	1,926	1,007							
13.12	1st Asstnt Art Director	17,719	8,032	1,925	1,925	1,363	1,363	1,363	1,363	385							
13.13	1st Asstnt Art Director-SD	18,104	5,780	1,925	1,925	1,926	1,926	1,926	1,926	770							
13.14	2nd Asstnt Art Director	27,396	9,132	3,044	3,044	3,044	3,044	3,044	3,044								
13.20	Art Dept: Trainee	8,568	2,856	952	952	952	952	952	952								
13.25	Art Dept Co-Ordinator	14,916	4,566	1,522	1,522	1,522	1,522	1,522	1,522	1,218							
13.35	Graphic Artist	7,500			1,875	1,875	1,875	1,875									
13.99	Art: Fringes	34,698	12,841	47,525	3,684	3,561	3,561	3,561	3,561	3,153	1,062	0	0	0	-44,250		
	TOTAL 13	193,818	71,727	62,543	20,577	19,893	19,893	19,893	19,893	17,610	5,932	0	0	0	-44,250		
14.00	CONSTRUCTION																
14.01	Const. Coordinator	40,000		1,000	10,000	10,000	10,000	5,000	4,000								
14.25	Carpenters				0	0	0	0	0	0	0						
14.70	Strike Crew	3,000						1,000	1,000	1,000							
14.75	Labourers	10,000			2,500	2,500	2,500	2,500									
14.99	Const: Fringes	8,205		155	1,935	1,935	1,935	1,316	774	155	0						
	TOTAL 14	61,205	0	1,155	14,435	14,435	14,435	9,816	5,774	1,155	0	0	0	0	0		
15.00	SET DRESSING LABOUR																
15.01	Set Decorator	27,140	9,200	2,300	2,300	2,300	2,300	2,300	2,300	2,300	1,840						
15.12	Asstnt Set Decorator/Buyer	21,620	5,980	2,300	2,300	2,300	2,300	2,300	2,300	1,840							
15.13	On Set Dresser	10,284		0	2,057	2,057	2,057	2,057	2,056								
15.15	Lead Dresser	13,150		1,930	1,934	1,934	1,937	1,934	1,934	1,547							
15.16	Sets-Buyer	19,740	6,456	1,934	1,934	1,934	1,934	1,934	1,934	1,680							
15.21	Set Dresser #1	14,820	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,520							
15.22	Set Dresser #2	14,820	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,520							
15.23	Set Dresser #3	14,820	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,520							
15.99	Sets: Fringes	24,968	5,004	2,593	2,970	2,970	2,971	2,970	2,970	2,183	337						
	TOTAL 15	161,362	32,340	16,757	19,195	19,195	19,199	19,195	19,194	14,110	2,177	0	0	0	0		

"Rabid"																190
Back40 Pictures Inc																
Cash Flow																
cn\$																
JUL16/2018																
exchange = 1.30																
	BUDGET	Paid To-Date	Prep 6 w/e: Jul14	Shoot 1 w/e: Jul21	Shoot 2 w/e: Jul28	Shoot 3 w/e: Aug04	Shoot 4 w/e: Aug11	Wrap 1 w/e: Aug18	Wrap 2 w/e: Aug25	Post 3 w/e: Sep01	Post 4 w/e: Sep08	Post 5 w/e: Sep15	Post 6 w/e: Sep22	Post 7 w/e: Sep29		
16.00	PROPERTY LABOUR															
16.01	Props Master	25,300	9,200	2,300	2,300	2,300	2,300	2,300	2,300							
16.10	Asstnt Props Master	22,540	6,900	2,300	2,300	2,300	2,300	2,300	2,300							
16.30	Props: Dailies	9,293				2,323	2,323	2,323	2,323							
16.45	Gun Wrangler	1,600				800		800								
16.50	Prosthetics Labour	8,000				2,000	2,000	2,000	2,000							
16.95	Props: Kits	-														
16.99	Props: Fringes	11,786	2,843	812	812	1,717	1,576	1,576	1,717	731	0					
	TOTAL 16	78,519	18,943	5,412	5,412	11,441	10,499	10,499	11,441	4,871	0	0	0	0	0	
17.00	SPECIAL EFFECTS															
17.01	SPFX: Supervisor	25,669		4,278	4,278	4,278	4,278	4,278	4,278							
	TOTAL 17	25,669	0	4,278	4,278	4,278	4,278	4,278	4,278	0	0	0	0	0	0	
19.00	WARDROBE LABOUR															
19.01	Costume Designer	33,680	11,080	3,000	3,000	3,400	3,400	3,400	3,400	3,000						
19.05	Asstnt Costume Designer	20,979	4,523	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057					
19.07	2nd Asstnt Costume (BG/Buye	15,770	2,745	1,372	1,372	2,056	2,056	2,056	2,056	2,057						
19.30	WRDB: Dailies	20,567			1,371	4,113	4,113	4,113	4,113	2,742						
19.99	WRDB: Fringes	15,289	3,083	1,080	1,311	1,953	1,953	1,953	1,953	1,656	346					
	TOTAL 19	106,285	21,431	7,509	9,111	13,580	13,580	13,580	13,580	11,512	2,403	0	0	0	0	
20.00	MAKEUP/HAIR LABOUR															
20.01	Makeup Artist	9,598			1,371	2,057	2,057	2,057	2,057							
20.10	Assistant Makeup	7,736				1,934	1,934	1,934	1,934							
20.50	Hairdresser	9,598			1,371	2,057	2,057	2,057	2,057							
20.60	Assistant Hairdresser	7,736				1,934	1,934	1,934	1,934							
20.70	Hair: Dailies	8,821				2,205	2,205	2,205	2,205							
20.95	Makeup/Hair: Kits	-														
20.99	Makeup/Hair: Fringes	9,483			598	2,221	2,221	2,221	2,221	0	0					
	TOTAL 20	52,972	0	0	3,340	12,408	12,408	12,408	12,408	0	0	0	0	0	0	
22.00	CAMERA LABOUR															
22.01	Director of Photography	65,700	21,900	7,300	7,300	7,300	7,300	7,300	7,300							
22.05	A-Camera Operator	19,773			1,069	4,676	4,676	4,676	4,676							
22.10	1st Asstnt Camera	14,933			2,074	3,111	3,111	3,111	3,111	415						
22.12	2nd Asstnt Camera	12,415			1,514	2,650	2,650	2,650	2,650	303						
22.20	Camera Trainee	4,832			128	1,120	1,120	1,120	1,120	224						
22.60	B-Camera Operator/Steadicam	18,704				4,676	4,676	4,676	4,676							
22.63	B-Cam-1st Asstnt Camera	14,933			2,074	3,111	3,111	3,111	3,111	415						
22.66	B-Cam-2nd Asstnt Camera	12,415			1,514	2,650	2,650	2,650	2,650	303						
22.67	DMT/DIT	13,370				3,343	3,343	3,343	3,343							
22.70	StillS & EPK	6,448				1,612	1,612	1,612	1,612							
23.95	Camera: Kits	-														
22.99	Camera: Fringes	60,077	7,169	12,390	5,131	11,211	11,211	11,211	11,211	543	0			-10,000		
	TOTAL 22	243,600	29,069	19,690	20,804	45,459	45,459	45,459	45,459	2,203	0	0	0	-10,000	0	
23.00	ELECTRICAL LABOUR															
23.01	Gaffer	13,458		315	1,575	2,656	2,656	2,656	2,656	945						
23.10	Electrics: Best Boy	10,371		256	645	2,174	2,174	2,174	2,174	774						
23.20	Electrician #1	9,498			230	1,971	1,971	1,971	1,971	1,383						
23.21	Electrician #2	9,498			230	1,971	1,971	1,971	1,971	1,383						
23.22	Electrician #3	9,498			230	1,971	1,971	1,971	1,971	1,383						

"Rabid"																191
Back40 Pictures Inc																
Cash Flow		cn\$	CLOSING													
JUL16/2018			Paid	Prep 6	Shoot 1	Shoot 2	Shoot 3	Shoot 4	Wrap 1	Wrap 2	Post 3	Post 4	Post 5	Post 6	Post 7	
exchange = 1.30		BUDGET	To-Date	w/e: Jul14	w/e: Jul21	w/e: Jul28	w/e: Aug04	w/e: Aug11	w/e: Aug18	w/e: Aug25	w/e: Sep01	w/e: Sep08	w/e: Sep15	w/e: Sep22	w/e: Sep29	
23.30	Electrics: Dailies	3,557				889	889	889	889							
23.40	Rigging / Striking	18,619				4,655	4,655	4,655	4,655							
23.50	Genny Operator	23,810				5,953	5,953	5,953	5,953							
23.99	Electrics: Fringes	20,799		121	616	4,705	4,705	4,705	4,705	1,241						
	TOTAL 23	119,108	0	692	3,526	26,945	26,945	26,945	26,945	7,109	0	0	0	0	0	
24.00	GRIP LABOUR															
24.01	Key Grip	13,458		315	1,575	2,656	2,656	2,656	2,656	945						
24.10	Grip: Best Boy	10,242		257	1,289	2,174	2,174	2,174	2,174							
24.20	Company Grip #1	9,498			230	1,971	1,971	1,971	1,971	1,383						
24.21	Company Grip #2	9,498			230	1,971	1,971	1,971	1,971	1,383						
24.22	Company Grip #3	9,498			230	1,971	1,971	1,971	1,971	1,383						
24.28	Dolly Grip	9,450				2,363	2,363	2,363	2,363							
24.30	Grips: Dailies	3,557				889	889	889	889							
24.40	Rigging / Striking	18,619				4,655	4,655	4,655	4,655							
24.99	Grips: Fringes	18,322		125	777	4,077	4,077	4,077	4,077	1,113	0					
	TOTAL 24	102,142	0	697	4,331	22,727	22,727	22,727	22,727	6,207	0	0	0	0	0	
25.00	PRODUCTION SOUND LABOUR															
25.01	Sound Mixer	10,532			658	2,469	2,469	2,469	2,469							
25.10	Boom Operator	8,227				2,057	2,057	2,057	2,057							
25.99	Sound: Fringes	2,514			88	606	606	606	606	0	0					
	TOTAL 25	21,273	0	0	746	5,132	5,132	5,132	5,132	0	0	0	0	0	0	
26.00	TRANSPORTATION LABOUR															
26.01	Transport Coordinator	20,240	4,600	2,300	2,300	2,300	2,300	2,300	2,300	1,840						
26.10	Transport Captain	15,277	1,047	1,047	1,047	2,981	2,981	2,981	2,981	211						
26.12	Head Driver	14,555		1,098	1,098	2,991	2,991	2,991	2,991	398						
26.13	Driver #1	10,176	1,131	943	943	1,790	1,790	1,790	1,790							
26.14	Driver #2	7,724			566	1,790	1,790	1,790	1,790							
26.15	Driver #3	7,535			377	1,790	1,790	1,790	1,790							
26.16	Driver #4	7,535			377	1,790	1,790	1,790	1,790							
26.17	Driver #5	9,107			754	2,088	2,088	2,088	2,088							
26.18	Driver #6	7,535			377	1,790	1,790	1,790	1,790							
26.30	TRANS: Dailies	33,327				8,332	8,332	8,332	8,332							
26.35	Honeywagon Driver	6,769				1,692	1,692	1,692	1,692							
26.95	Picture Car Wrangler	9,537				2,384	2,384	2,384	2,384							
26.99	Transport: Fringes	33,509	1,708	38,857	1,975	6,963	6,963	6,963	6,963	617	0		-37,500			
	TOTAL 26	182,826	8,486	44,245	9,814	38,679	38,679	38,679	38,679	3,066	0	0	-37,500	0	0	
27.00	LABOUR OVERTIME															
27.01	Overages	22,500				5,625	5,625	5,625	5,625							
	TOTAL 27	22,500	0	0	0	5,625	5,625	5,625	5,625	0	0	0	0	0	0	
28.00	PRODUCTION OFFICE EXP															
28.01	Production Office	58,650	24,650				30,000			4,000						
28.07	Office Equipment	1,000		250			750									
28.10	Photocopy	8,800					4,400				4,400					
28.15	Stationery / Supplies	3,500			2,500	250	250	250	250							
28.20	Telephone / Postage	3,785					1,785				2,000					
28.21	Cellphones	7,050		570	570	1,000	1,000	1,000	1,000	1,000	210	100	100	100	100	
28.36	Computer Rentals	3,755	469	469	469	469	469	469	469	469						
28.40	Office Craft Service	3,850	750	500	500	275	275	275	275	1,000						

"Rabid"															
Back40 Pictures Inc															
Cash Flow															
cn\$															
JUL16/2018															
exchange = 1.30															
BUDGET															
CLOSING															
Wrap 1															
Wrap 2															
Post 1															
Post 2															
Post 3															
Post 4															
Post 5															
Post 6															
Post 7															
Paid															
Prep 6															
Shoot 1															
Shoot 2															
Shoot 3															
Shoot 4															
w/e: Jul14															
w/e: Jul21															
w/e: Jul28															
w/e: Aug04															
w/e: Aug11															
w/e: Aug18															
w/e: Aug25															
w/e: Sep01															
w/e: Sep08															
w/e: Sep15															
w/e: Sep22															
w/e: Sep29															
28.45	Cleaning	1,470					735								
28.95	Kits	9,350	1,169	1,169	1,169	1,169	1,169	1,169	1,169	1,169	1,169				
	TOTAL 28	101,210	27,038	2,958	5,208	3,163	40,833	3,163	3,163	7,638	7,345	100	100	100	100
29.00	STUDIO EXPENSES														
29.01	Studio/Backlot Rentals	5,700			1,425	1,425	1,425	1,425							
29.05	Power	1,500			375	375	375	375							
	TOTAL 29	7,200	0	0	1,800	1,800	1,800	1,800	0	0	0	0	0	0	0
31.00	SITE EXPENSES														
31.01	Survey / Scouting	1,000		500	500										
31.05	Site Rentals	85,500		10,000	21,375	21,375	21,375	16,375					-5,000		
31.08	Site: Access	5,000			1,250	1,250	1,250	1,250							
31.20	Site: Repairs/Restoration	1,500			375	375	375	375							
31.42	Cleaning	3,800			950	950	950	950							
31.50	Security	13,920				3,480	3,480	3,480	3,480						
31.52	Police Control	6,000				1,500	1,500	1,500	1,500						
31.95	Location Pkg & Supplies	6,460		1,615	1,615	1,615	1,615								
31.99	Site: Fringes	3,197		0	0	799	799	799	799	0					
	TOTAL 31	126,377	0	12,115	26,065	31,344	31,344	24,729	5,779	0	0	0	-5,000	0	0
32.00	UNIT EXPENSES														
32.01	Meal Payment	13,275		5,000	10,000					3,275			-5,000		
32.10	Catering	29,338					22,004	7,335							
32.15	Craft Service	15,030					11,273	3,758							
32.16	Craft Service (off-set)	2,500	313	313	313	313	313	313	313	313					
32.25	First Aid	3,260			815	815	815	815							
32.99	Unit: Fringes	365			91	91	91	91							
	TOTAL 32	63,768	313	5,313	11,219	1,219	34,495	12,311	313	3,588	0	0	-5,000	0	0
33.00	TRAVEL & LIVING														
33.01	Crew Travel & Living	7,500			5,000	1,000	1,000	500							
	TOTAL 33	7,500	0	0	5,000	1,000	1,000	500	0	0	0	0	0	0	0
34.00	TRANSPORTATION														
34.01	Production Cars	36,510		3,000			18,255		6,085	6,085	6,085		-3,000		
34.02	Vehicle Allowances	17,925	3,585	1,793	1,793	1,793	1,793	1,793	1,793	1,793	1,793				
34.05	Trucks / Vans	36,344					12,115				12,115				
34.10	Buses	1,000			1,000										
34.12	Starwagons/Trailers	23,940					17,955	5,985							
34.20	Special Support Vehicles	11,860					8,895	2,965							
34.30	Gas	23,727	2,966	2,966	2,966	2,966	2,966	2,966	2,966	2,966					
34.36	Pumpouts/Supplies	3,000			750	750	750	750							
34.45	Parking	11,000			2,750	2,750	2,750	2,750							
34.50	Special Licenses/Permits	3,200			3,200										
	TOTAL 34	168,506	6,551	7,758	12,458	20,373	53,363	29,323	10,843	22,958	7,878	0	-3,000	0	0
35.00	CONSTRUCTION MATERIALS														
35.10	Construction Materials	20,000		5,000		2,000	12,000	1,000							
	TOTAL 35	20,000	0	5,000	0	2,000	12,000	1,000	0	0	0	0	0	0	0
36.00	ART SUPPLIES														
36.10	Drawing Supplies	2,000		1,000	500	125	125	125	125						

"Rabid"																193
Back40 Pictures Inc																
Cash Flow	cn\$							CLOSING	Wrap 1	Wrap 2						
	JUL16/2018		Paid	Prep 6	Shoot 1	Shoot 2	Shoot 3	Shoot 4	Post 1	Post 2	Post 3	Post 4	Post 5	Post 6	Post 7	
	exchange = 1.30	BUDGET	To-Date	w/e: Jul14	w/e: Jul21	w/e: Jul28	w/e: Aug04	w/e: Aug11	w/e: Aug18	w/e: Aug25	w/e: Sep01	w/e: Sep08	w/e: Sep15	w/e: Sep22	w/e: Sep29	
36.20	Graphics	4,000		1,000	1,000	1,000	500	250	250							
	TOTAL 36	6,000	0	2,000	1,500	1,125	625	375	375	0	0	0	0	0	0	
37.00	SET DRESSING															
37.10	Sets: Rentals	40,000	10,000	10,000	10,000	5,000	5,000									
37.30	Sets: Purchases	27,000		15,000	9,000	2,455	3,545	3,000					-6,000			
37.40	Manufacture	6,500			3,000	3,500										
37.48	Sets: Repairs/Replacements	1,500				375	375	375	375							
37.50	Sets: Supplies	1,500		375	375	375	375									
37.95	Sets: Kits	2,400	600	300	300	300	300	300	300							
	TOTAL 37	78,900	10,600	25,675	22,675	12,005	9,595	3,675	675	0	0	0	-6,000	0	0	
38.00	PROPS															
38.10	Props: Rentals	12,300	2,000	6,000	3,000	1,000	300									
38.30	Props: Purchases	27,500	5,000	17,000	10,000	1,500	1,000						-7,000			
38.40	Prosthetic Bodies	75,000		35,000	7,000	7,000	7,000	7,000	7,000	5,000						
38.48	Props: Repairs/Replacements	500				125	125	125	125							
38.50	Picture Vehicle Rentals	10,440			2,610	2,610	2,610	2,610								
38.59	Picture Vehcile Insurance	1,000			250	250	250	250								
38.95	Props: Kit Rentals	1,425	356	178	178	178	178	178	178							
	TOTAL 38	128,165	7,356	58,178	23,038	12,663	11,463	10,163	7,303	5,000	0	0	-7,000	0	0	
39.00	SPECIAL EFFECTS															
39.10	SPFX: Rentals	29,765		15,000			8,859	2,953	2,953							
39.45	Armaments	3,000			750	750	750	750								
	TOTAL 39	32,765	0	15,000	750	750	9,609	3,703	2,953	0	0	0	0	0	0	
40.00	ANIMALS															
40.10	Animal: Rentals	2,000			500	500	500	500								
40.30	Animal: Purchases	5,000			1,250	1,250	1,250	1,250								
	TOTAL 39	7,000	0	0	1,750	1,750	1,750	1,750	0	0	0	0	0	0	0	
41.00	WARDROBE SUPPLIES															
41.10	Wrdb: Rentals	20,000		10,000			10,000									
41.30	Wrdb: Purchases	60,000		38,000	15,000	7,500	7,500						-8,000			
41.48	Wrdb: Repairs / Cleaning	8,000				2,000	2,000	2,000	2,000							
41.95	Wrdb: Kit Rental	4,650	1,163	581	581	581	581	581	581							
	TOTAL 41	92,650	1,163	48,581	15,581	10,081	20,081	2,581	2,581	0	0	0	-8,000	0	0	
42.00	MAKEUP/HAIR SUPPLIES															
42.10	Makeup: Rental	1,000		250	250	250	250									
42.12	Makeup: Purchases	2,500		625	625	625	625									
42.20	Hair: Rentals	1,000		250	250	250	250									
42.22	Hair: Purchases	2,000		500	500	500	500									
42.26	Wigs/Purchases	2,500		625	625	625	625									
42.95	Makeup/Hair: Kits	2,090				523	523	523	523							
	TOTAL 42	11,090	0	2,250	2,250	2,773	2,773	523	523	0	0	0	0	0	0	
45.00	CAMERA EQUIPMENT															
45.10	Basic Package Rentals	52,420														
45.12	Daily Rentals	2,500														
45.25	Video Playback	-														
45.30	Purchases	1,900		475	475	475	475									

"Rabid"																194
Back40 Pictures Inc																
Cash Flow		cn\$														
	JUL16/2018		Paid	Prep 6	Shoot 1	Shoot 2	Shoot 3	Shoot 4	Wrap 1	Wrap 2						
	exchange = 1.30	BUDGET	To-Date	w/e: Jul14	w/e: Jul21	w/e: Jul28	w/e: Aug04	w/e: Aug11	Post 1	Post 2	Post 3	Post 4	Post 5	Post 6	Post 7	
									w/e: Aug18	w/e: Aug25	w/e: Sep01	w/e: Sep08	w/e: Sep15	w/e: Sep22	w/e: Sep29	
45.35	Steadicam-Panaglide	5,000				1,250	1,250	1,250	1,250							
45.95	Camera: Kits	14,725				3,681	3,681	3,681	3,681							
45.99	Other	500					125	125	125	125						
	TOTAL 45	77,045	0	475	475	5,406	5,531	5,056	5,056	125	0	0	0	0	0	
46.00	ELECTRICAL EQUIPMENT															
46.10	Basic Package Rentals	24,700														
46.12	Daily Rentals	7,500														
46.15	Specialty Rentals	2,500														
46.26	Generators	5,700														
46.30	Purchases	1,900		475	475	475	475									
46.95	Kit Rentals	1,425				356	356	356	356							
46.96	Other	1,000					250	250	250	250						
	TOTAL 46	44,725	0	475	475	831	1,081	606	606	250	0	0	0	0	0	
47.00	GRIP EQUIPMENT															
47.10	Basic Package Rentals	11,400														
47.11	Grip Expenses	6,000				1,500	1,500	1,500	1,500							
47.12	Daily Rentals	2,500														
47.14	Dolly Rental	5,700														
47.15	Specialty Rentals	1,500														
47.20	Crane Rentals	6,000					3,000	1,500	1,500							
47.21	Camera Cars/Lifts	4,000				1,000	1,000	1,000	1,000							
47.25	Scaffolding	1,000				250	250	250	250							
47.30	Purchases	4,400		1,100	1,100	1,100	1,100									
47.95	Kit Rentals	2,850				713	713	713	713							
47.96	Other	1,000					250	250	250	250						
	TOTAL 47	46,350	0	1,100	1,100	4,563	7,813	5,213	5,213	250	0	0	0	0	0	
48.00	SOUND EQUIPMENT															
48.10	Basic Package Rentals	10,070														
48.12	Daily Rentals	950														
48.28	Walkie Talkies	4,110					2,055		2,055							
48.30	Purchases	300		75	75	75	75									
48.95	Kit Rentals	950				238	238	238	238							
	TOTAL 48	16,380	0	75	75	313	2,368	238	2,293	0	0	0	0	0	0	
51.00	PRODUCTION LABORATORY															
51.01	Raw Stock	-														
51.25	Dailies Transfer	20,900							20,900							
	TOTAL 51	20,900	0	0	0	0	0	0	20,900	0	0	0	0	0	0	
52.00	MEDIA															
52.01	Raw Drives	7,920			7,920											
52.02	Shuttel Drives	720			720											
52.03	Master Backup	1,000														250
52.04	Cloud	927														232
	TOTAL 52	10,567	0	0	8,640	0	0	0	0	0	0	0	0	0	0	482
	TOTAL "B"	3,384,741	323,580	625,194	312,937	437,475	714,698	491,112	447,593	214,599	37,688	-180,479	-81,023	-88,400	582	
60.00	EDITORIAL LABOUR															
60.01	Supervisor/Co-ordinator	12,000				500	500	500	500	1000	1000	1000	1000	1000	1000	1000

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Back40 Pictures Inc																
Cash Flow	cn\$															
	<i>JUL16/2018</i>															
	exchange = 1.30	BUDGET	Paid To-Date	Prep 6 w/e: Jul14	Shoot 1 w/e: Jul21	Shoot 2 w/e: Jul28	Shoot 3 w/e: Aug04	Shoot 4 w/e: Aug11	Wrap 1 w/e: Aug18	Wrap 2 w/e: Aug25	Post 3 w/e: Sep01	Post 4 w/e: Sep08	Post 5 w/e: Sep15	Post 6 w/e: Sep22	Post 7 w/e: Sep29	
60.10	Editor #1	52,140				3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300
60.12	Asstnt Editor	33,581				1,908	1,908	1,908	1,908	1,908	1,908	1,908	1,908	1,908	1,908	1,908
60.19	Foley Artist	16,800														
60.20	Dialogue Editor	9,180														
60.24	Sound Effects Editor	19,112														
60.40	Looping Supervisor	4,590														
60.42	Other Labour	2,954														
60.61	Post: Vehicles	-														
60.65	Post: Living	-														
60.70	Dialogue/Transcription	5,000														
60.99	Edit: Fringes	30,876			0	1,196	1,196	1,196	1,196	1,300	1,300	1,300	1,300	1,300	1,300	1,300
	TOTAL 60	186,233	0	0	0	6,904	6,904	6,904	6,904	7,508	7,508	7,508	7,508	7,508	7,508	7,508
61.00	EDITORIAL EQUIPMENT															
61.10	Editing Equipment	21,000				1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
61.30	Picture Editing Purchases	2,500			417	208	208	208	208	208	208	208	208	208	208	208
61.40	Post Prod. Office Expenses	4,150			692	346	346	346	346	346	346	346	346	346	346	346
	TOTAL 61	27,650	0	0	1,109	2,304	2,304	2,304	2,304	2,304	2,304	2,304	2,304	2,304	2,304	2,304
62.00	POST FACILITIES															
62.01	Post Facilities	34,120														
62.10	On-Line Conform	2,400														
62.15	Packaging	1,920														
62.20	Colour Correct	6,880														
62.45	Visual FX	80,000														
62.70	Closed Captioning	1,500														
	TOTAL 62	126,820	0	0	0	0	0	0	0	0	0	0	0	0	0	0
63.00	VIDEO POST PROD. (SOUND)															
63.01	Sound Edit Suites	10,400														
63.15	Pre-Mix	9,000														
63.20	Backup	2,100														
63.25	Mix	15,400														
63.30	Playback and Corrections	4,400														
63.35	Print Masters	1,000														
63.40	M&E Track	2,000														
63.95	Subtitles	10,000														
	TOTAL 63	54,300	0	0	0	0	0	0	0	0	0	0	0	0	0	0
64.00	POST PROD LAB															
64.35	Check Print / Q.C.	3,000														
	TOTAL 64	3,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
66.00	MUSIC															
66.10	Composer	30,000														
	TOTAL 66	30,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
67.00	TITLES & OPTICALS															
67.01	Titles	5,000														
67.30	Stock Footage	10,000														
	TOTAL 67	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
68.00	DELIVERABLES															

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Back40 Pictures Inc																
Cash Flow		cn\$						CLOSING	Wrap 1	Wrap 2						
	JUL16/2018		Paid	Prep 6	Shoot 1	Shoot 2	Shoot 3	Shoot 4	Post 1	Post 2	Post 3	Post 4	Post 5	Post 6	Post 7	
	exchange = 1.30	BUDGET	To-Date	w/e: Jul14	w/e: Jul21	w/e: Jul28	w/e: Aug04	w/e: Aug11	w/e: Aug18	w/e: Aug25	w/e: Sep01	w/e: Sep08	w/e: Sep15	w/e: Sep22	w/e: Sep29	
68.01	DVD/Blueray	350														
68.02	Digital Delivery	520														
68.03	DCP/Prores	5,000														
68.04	Deliverables	4,450														
68.05	Additional Deliverables	5,000														
	TOTAL 68	15,320	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL "C"	458,323	0	0	1,109	9,208	9,208	9,208	9,208	9,813	9,813	9,813	9,813	9,813	9,813	9,813
70.00	UNIT PUBLICITY															
70.01	Unit Publicist	10,000														
70.20	EPK	10,000														
	TOTAL 70	20,000	0	0	0	2,000	2,000	2,000	2,000	2,000	0	0	0	0	0	0
71.00	GENERAL EXPENSES															
71.01	Insurance	48,475			48,475											
71.05	Medical Fees	900			900											
71.10	Production Legal Fees	24,000					24,000									
71.11	Bank Legal Fees	25,000					25,000									
71.20	Post Production Accounting	20,000											2,000	2,000	2,000	
71.25	Audit Fee	15,000														
71.30	Bank Charges	2,200		100	100	200	200	200	200	100	100	100	100	100	100	100
71.95	Other	8,800				8,800										
	TOTAL 71	144,375	0	100	49,475	9,000	49,200	200	200	100	100	100	100	2,100	2,100	2,100
72.00	INDIRECT COSTS															
72.01	Corporate Overhead	159,000														
72.20	Interim Financing	207,000														
72.95	Cavco / OMDC / CRTC	-														
	TOTAL 72	366,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL "D"	530,375	0	100	49,475	11,000	51,200	2,200	2,200	2,100	100	100	2,100	2,100	2,100	2,100
	SUB-TOTAL	5,360,083	471,726	627,804	368,831	508,393	997,846	540,290	496,573	285,021	48,510	-169,656	-68,201	10,558	19,204	
80.00	CONTINGENCY															
80.01	BTL Contingency	412,000				71,750	71,750	71,750	71,750							25,000
	TOTAL CONTINGENCY	412,000	0	0	0	71,750	71,750	71,750	71,750	0	0	0	0	0	0	25,000
81.00	COMPLETION GUARANTEE															
81.01	Bond FFI	92,392					92,392									
	TOTAL	92,392	0	0	0	0	92,392	0	0	0	0	0	0	0	0	0
	Total Production Expenditures	5,864,475	471,726	627,804	368,831	580,143	1,161,988	612,040	568,323	285,021	48,510	-169,656	-68,201	10,558	44,204	
	BONDS / DEPOSITS / GST															
	HST Paid Out		31,151	37,900	34,337	35,332	94,203	37,639	32,526	13,597	3,364	-7,269	-3,716	11,901	4,770	
	HST Received			-81,900	0	0	-23,400	0	0	-54,600	0	0	0	0	0	0

"Rabid"															197	
Back40 Pictures Inc																
Cash Flow	cn\$															
	JUL16/2018		Paid	Prep 6	Shoot 1	Shoot 2	CLOSING	Shoot 3	Shoot 4	Wrap 1	Wrap 2					
	exchange = 1.30	BUDGET	To-Date	w/e: Jul14	w/e: Jul21	w/e: Jul28	w/e: Aug04	w/e: Aug11	w/e: Aug18	Post 1	Post 2	Post 3	Post 4	Post 5	Post 6	Post 7
										w/e: Aug18	w/e: Aug25	w/e: Sep01	w/e: Sep08	w/e: Sep15	w/e: Sep22	w/e: Sep29
BONDS / DEPOSITS / GST	328,500	31,151	-44,000	34,337	35,332	70,803	37,639	32,526	-41,003	3,364	-145,769	-3,716	11,901	4,770		
Weekly Cash OUTFLOW	-	502,877	583,803	403,169	615,475	1,232,792	649,679	600,849	244,018	51,874	-315,426	-71,917	22,459	48,975		
Weekly Cash INFLOW	5,864,475	612,500	630,000	0	652,250	302,875	0	0	517,500	0	0	0	0	0		
Weekly Cash Required (Inflow - Outflow)		-109,623	-46,197	403,169	-36,775	929,917	649,679	600,849	-273,482	51,874	-315,426	-71,917	22,459	48,975		
John Vidette			Paul Jennison													
Michael Walker			Jaye Gazeley													
Paul Lalonde																
Jennifer Soska			Sylvia Soska													

"Rabid"										
Back40 Pictures Inc										
Cash Flow	cn\$							Delivery		
	<i>JUL16/2018</i>		OCT	NOV	DEC	JAN	FEB	MAR	Future	
	exchange = 1.30	BUDGET	2018	2018	2018	2019	2019	2019	Balance	Total
Cash Inflows										
Telefilm		2,100,000	210,000						210,000	2,100,000
OMDC		325,000						48,750	16,250	325,000
A71 Entertainment		200,000						160,000		200,000
101 Films (world excl.)		637,500						573,750		637,500
101 Films (U.K.)		191,250						172,125		191,250
Federal Tax Credit		1,731,725							1,731,725	1,731,725
Ontario Tax Credit		0							0	0
Ontario Tax Credit - Regional		0							0	0
DEFERRAL - William F. White		150,000							150,000	150,000
DEFERRAL - Urban Post		125,000							125,000	125,000
DEFERRAL - Producers		384,000							384,000	384,000
DEFERRAL - Writer		20,000							20,000	20,000
TOTAL Funding		\$ 5,864,475	210,000	0	0	0	0	954,625	2,636,975	5,864,475
Bridge Financing										0
Media Finance (interim financing)									-652,250	0
TOTAL Cash Inflows		\$ 5,864,475	210,000	0	0	0	0	954,625	1,984,725	5,864,475
01.00 STORY RIGHTS/ACQUISITIONS										
01.01	Story Rights/Acquisitions	50,000								50,000
	TOTAL 01	50,000	0	0	0	0	0	0	0	50,000
02.00 SCENARIO										
02.01	Writer	35,000							20,000	35,000
02.05	Story Consultant									0
02.27	Clearances / Searches	4,000								4,000
02.90	Admin Fees									0
02.99	Writer: Fringes									0
	TOTAL 02	39,000	0	0	0	0	0	0	20,000	39,000
03.00 DEVELOPMENT COSTS										
03.01	Development Consulting	15,000								15,000
	TOTAL 03	15,000	0	0	0	0	0	0	0	15,000

"Rabid"										
Back40 Pictures Inc										
Cash Flow		cn\$						Delivery		
		JUL16/2018		OCT	NOV	DEC	JAN	FEB	MAR	Future
		exchange = 1.30	BUDGET	2018	2018	2018	2019	2019	2019	Balance
										Total
04.00	PRODUCER									
04.05	Producers		300,000							300,000
04.10	Line Producer		8,000							8,000
04.99	Producer: Fringes									0
	TOTAL 04		308,000	0	0	0	0	0	0	308,000
05.00	DIRECTOR									
05.01	Director		242,725							242,724
05.60	Director: Travel		2,200		1,100					2,200
05.65	Director: Living		39,910	3,640	2,150					39,910
05.99	Director: Fringes		15,680							15,681
	TOTAL 05		300,515	3,640	3,250	0	0	0	0	300,515
06.00	STARS									
06.01	Stars: Rose		145,001							145,001
06.02	Stars: Burroughs		75,000							75,000
06.10	Stars: Travel		3,000							3,000
06.20	Stars: Living Expenses		14,400							14,400
06.95	Stars: Other		1,000							1,000
06.99	Stars: Fringes		35,728							35,728
	TOTAL 06		274,129	0	0	0	0	0	0	274,129
	TOTAL "A"		986,644	3,640	3,250	0	0	0	0	320,000
10.00	CAST									
10.02	Actra Leads		86,145							86,145
10.05	Principals		22,601							22,601
10.10	Actors		64,823							64,823
10.50	Stunt Coordinator		29,843							29,843
10.52	Stunts / Adjustments		95,393							95,393
10.70	Casting Director		25,000							25,000
10.75	Casting: Expenses									0
10.92	Permits		450							450
10.95	Other		10,000							10,000
10.99	Cast: Fringes		44,678							44,678
	TOTAL 10		378,933	0	0	0	0	0	0	378,933
11.00	EXTRAS									
11.01	Special Skills Extras		23,172							23,172
11.10	General Extras		90,560							90,560
11.20	Stand-Ins		15,029							15,029
11.70	Extras: Casting Director		4,500							4,500
11.75	Extras: Casting Expenses									0
11.99	Extras: Fringes		20,911							20,911
	TOTAL 11		154,172	0	0	0	0	0	0	154,172
12.00	PRODUCTION STAFF									
12.05	Production Manager		46,400							46,400
12.10	Location Manager		21,008							21,008
12.16	Asstnt Location Manager		11,104							11,104
12.18	Location P.A.(dgc)		9,836							9,836
12.19	Location Scout		3,266							3,266
12.20	1st Asstnt Director		32,458							32,458

"Rabid"											
Back40 Pictures Inc											
Cash Flow		cn\$								Delivery	
	JUL16/2018		OCT	NOV	DEC	JAN	FEB	MAR	Future		
	exchange = 1.30	BUDGET	2018	2018	2018	2019	2019	2019	Balance	Total	
12.23	2nd Asstnt Director	19,392								19,392	
12.28	3rd Asstnt Director	7,982								7,982	
12.30	Office P.A. #1	10,800								10,800	
12.31	Office P.A. #2	7,800								7,800	
12.35	Set Prod'n Assistant (dgc) #1	5,281								5,281	
12.36	Set Prod'n Assistant (dgc) #2	5,281								5,281	
12.37	Set Prod'n Assistant (dgc) #3	5,281								5,281	
12.38	Set Prod'n Asstnts: Dailies	-								0	
12.43	Prod'n Coordinator	29,500								29,500	
12.45	Asstnt Prod'n Coordinator	17,992								17,992	
12.50	Production Accountant	41,300								41,300	
12.51	1st Asstnt Accountant	17,860								17,860	
12.52	2nd Asstnt Accountant	10,810								10,810	
12.54	Accounting Clerk									0	
12.70	Craft Services #1	6,511								6,511	
12.71	Craft Services #2	5,908								5,908	
12.80	Script Supervisor/Continuity	13,250								13,250	
12.95	Production: Kits	-								0	
12.99	Production: Fringes	84,239								84,239	
	TOTAL 12	413,259	0	0	0	0	0	0	0	413,260	
										0	
13.00	DESIGN LABOUR									0	
13.01	Production Designer	38,730								38,730	
13.10	Art Director	26,187								26,187	
13.12	1st Asstnt Art Director	17,719								17,719	
13.13	1st Asstnt Art Director-SD	18,104								18,104	
13.14	2nd Asstnt Art Director	27,396								27,396	
13.20	Art Dept: Trainee	8,568								8,568	
13.25	Art Dept Co-Ordinator	14,916								14,916	
13.35	Graphic Artist	7,500								7,500	
13.99	Art: Fringes	34,698								34,698	
	TOTAL 13	193,818	0	0	0	0	0	0	0	193,818	
										0	
14.00	CONSTRUCTION									0	
14.01	Const. Coordinator	40,000								40,000	
14.25	Carpenters									0	
14.70	Strike Crew	3,000								3,000	
14.75	Labourers	10,000								10,000	
14.99	Const: Fringes	8,205								8,205	
	TOTAL 14	61,205	0	0	0	0	0	0	0	61,205	
										0	
15.00	SET DRESSING LABOUR									0	
15.01	Set Decorator	27,140								27,140	
15.12	Asstnt Set Decorator/Buyer	21,620								21,620	
15.13	On Set Dresser	10,284								10,284	
15.15	Lead Dresser	13,150								13,150	
15.16	Sets-Buyer	19,740								19,740	
15.21	Set Dresser #1	14,820								14,820	
15.22	Set Dresser #2	14,820								14,820	
15.23	Set Dresser #3	14,820								14,820	
15.99	Sets: Fringes	24,968								24,968	
	TOTAL 15	161,362	0	0	0	0	0	0	0	161,362	
										0	

"Rabid"											
Back40 Pictures Inc											
Cash Flow		cn\$									Delivery
	JUL16/2018		OCT	NOV	DEC	JAN	FEB	MAR	Future		
	exchange = 1.30	BUDGET	2018	2018	2018	2019	2019	2019	Balance	Total	
16.00	PROPERTY LABOUR									0	
16.01	Props Master	25,300								25,300	
16.10	Asstnt Props Master	22,540								22,540	
16.30	Props: Dailies	9,293								9,293	
16.45	Gun Wrangler	1,600								1,600	
16.50	Prosthetics Labour	8,000								8,000	
16.95	Props: Kits	-								0	
16.99	Props: Fringes	11,786								11,786	
	TOTAL 16	78,519	0	0	0	0	0	0	0	78,519	
										0	
17.00	SPECIAL EFFECTS									0	
17.01	SPFX: Supervisor	25,669								25,669	
	TOTAL 17	25,669	0	0	0	0	0	0	0	25,669	
										0	
19.00	WARDROBE LABOUR									0	
19.01	Costume Designer	33,680								33,680	
19.05	Asstnt Costume Designer	20,979								20,979	
19.07	2nd Asstnt Costume (BG/Buye	15,770								15,770	
19.30	WRDB: Dailies	20,567								20,567	
19.99	WRDB: Fringes	15,289								15,289	
	TOTAL 19	106,285	0	0	0	0	0	0	0	106,285	
										0	
20.00	MAKEUP/HAIR LABOUR									0	
20.01	Makeup Artist	9,598								9,598	
20.10	Assistant Makeup	7,736								7,736	
20.50	Hairdresser	9,598								9,598	
20.60	Assistant Hairdresser	7,736								7,736	
20.70	Hair: Dailies	8,821								8,821	
20.95	Makeup/Hair: Kits	-								0	
20.99	Makeup/Hair: Fringes	9,483								9,483	
	TOTAL 20	52,972	0	0	0	0	0	0	0	52,972	
										0	
22.00	CAMERA LABOUR									0	
22.01	Director of Photography	65,700								65,700	
22.05	A-Camera Operator	19,773								19,773	
22.10	1st Asstnt Camera	14,933								14,933	
22.12	2nd Asstnt Camera	12,415								12,415	
22.20	Camera Trainee	4,832								4,832	
22.60	B-Camera Operator/Steadicam	18,704								18,704	
22.63	B-Cam-1st Asstnt Camera	14,933								14,933	
22.66	B-Cam-2nd Asstnt Camera	12,415								12,415	
22.67	DMT/DIT	13,370								13,370	
22.70	Stills & EPK	6,448								6,448	
23.95	Camera: Kits	-								0	
22.99	Camera: Fringes	60,077								60,077	
	TOTAL 22	243,600	0	0	0	0	0	0	0	243,600	
										0	
23.00	ELECTRICAL LABOUR									0	
23.01	Gaffer	13,458								13,458	
23.10	Electrics: Best Boy	10,371								10,371	
23.20	Electrician #1	9,498								9,498	
23.21	Electrician #2	9,498								9,498	
23.22	Electrician #3	9,498								9,498	

"Rabid"											
Back40 Pictures Inc											
Cash Flow		cn\$								Delivery	
		JUL16/2018	OCT	NOV	DEC	JAN	FEB	MAR	Future		
		exchange = 1.30	2018	2018	2018	2019	2019	2019	Balance	Total	
		BUDGET									
23.30	Electrics: Dailies	3,557								3,557	
23.40	Rigging / Striking	18,619								18,619	
23.50	Genny Operator	23,810								23,810	
23.99	Electrics: Fringes	20,799								20,799	
	TOTAL 23	119,108	0	0	0	0	0	0	0	119,107	
										0	
24.00	GRIP LABOUR									0	
24.01	Key Grip	13,458								13,458	
24.10	Grip: Best Boy	10,242								10,242	
24.20	Company Grip #1	9,498								9,498	
24.21	Company Grip #2	9,498								9,498	
24.22	Company Grip #3	9,498								9,498	
24.28	Dolly Grip	9,450								9,450	
24.30	Grips: Dailies	3,557								3,557	
24.40	Rigging / Striking	18,619								18,619	
24.99	Grips: Fringes	18,322								18,322	
	TOTAL 24	102,142	0	0	0	0	0	0	0	102,142	
25.00	PRODUCTION SOUND LABOUR										
25.01	Sound Mixer	10,532								10,532	
25.10	Boom Operator	8,227								8,227	
25.99	Sound: Fringes	2,514								2,514	
	TOTAL 25	21,273	0	0	0	0	0	0	0	21,273	
26.00	TRANSPORTATION LABOUR										
26.01	Transport Coordinator	20,240								20,240	
26.10	Transport Captain	15,277								15,277	
26.12	Head Driver	14,555								14,555	
26.13	Driver #1	10,176								10,176	
26.14	Driver #2	7,724								7,724	
26.15	Driver #3	7,535								7,535	
26.16	Driver #4	7,535								7,535	
26.17	Driver #5	9,107								9,107	
26.18	Driver #6	7,535								7,535	
26.30	TRANS: Dailies	33,327								33,327	
26.35	Honeywagon Driver	6,769								6,769	
26.95	Picture Car Wrangler	9,537								9,537	
26.99	Transport: Fringes	33,509								33,509	
	TOTAL 26	182,826	0	0	0	0	0	0	0	182,827	
27.00	LABOUR OVERTIME										
27.01	Overages	22,500								22,500	
	TOTAL 27	22,500	0	0	0	0	0	0	0	22,500	
28.00	PRODUCTION OFFICE EXP										
28.01	Production Office	58,650								58,650	
28.07	Office Equipment	1,000								1,000	
28.10	Photocopy	8,800								8,800	
28.15	Stationery / Supplies	3,500								3,500	
28.20	Telephone / Postage	3,785								3,785	
28.21	Cellphones	7,050	100	100	100					7,050	
28.36	Computer Rentals	3,755								3,755	
28.40	Office Craft Service	3,850								3,850	

"Rabid"											
Back40 Pictures Inc											
Cash Flow		cn\$									
		<i>JUL16/2018</i>						Delivery			
		exchange = 1.30	BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	Future	
			2018	2018	2018	2019	2019	2019	2019	Balance	Total
28.45	Cleaning		1,470								1,470
28.95	Kits		9,350								9,350
	TOTAL 28		101,210	100	100	100	0	0	0	0	101,210
29.00	STUDIO EXPENSES										
29.01	Studio/Backlot Rentals		5,700								5,700
29.05	Power		1,500								1,500
	TOTAL 29		7,200	0	0	0	0	0	0	0	7,200
31.00	SITE EXPENSES										
31.01	Survey / Scouting		1,000								1,000
31.05	Site Rentals		85,500								85,500
31.08	Site: Access		5,000								5,000
31.20	Site: Repairs/Restoration		1,500								1,500
31.42	Cleaning		3,800								3,800
31.50	Security		13,920								13,920
31.52	Police Control		6,000								6,000
31.95	Location Pkg & Supplies		6,460								6,460
31.99	Site: Fringes		3,197								3,197
	TOTAL 31		126,377	0	0	0	0	0	0	0	126,377
32.00	UNIT EXPENSES										
32.01	Meal Payment		13,275								13,275
32.10	Catering		29,338								29,338
32.15	Craft Service		15,030								15,030
32.16	Craft Service (off-set)		2,500								2,500
32.25	First Aid		3,260								3,260
32.99	Unit: Fringes		365								365
	TOTAL 32		63,768	0	0	0	0	0	0	0	63,768
33.00	TRAVEL & LIVING										
33.01	Crew Travel & Living		7,500								7,500
	TOTAL 33		7,500	0	0	0	0	0	0	0	7,500
34.00	TRANSPORTATION										
34.01	Production Cars		36,510								36,510
34.02	Vehicle Allowances		17,925								17,925
34.05	Trucks / Vans		36,344								36,344
34.10	Buses		1,000								1,000
34.12	Starwagons/Trailers		23,940								23,940
34.20	Special Support Vehicles		11,860								11,860
34.30	Gas		23,727								23,727
34.36	Pumpouts/Supplies		3,000								3,000
34.45	Parking		11,000								11,000
34.50	Special Licenses/Permits		3,200								3,200
	TOTAL 34		168,506	0	0	0	0	0	0	0	168,506
35.00	CONSTRUCTION MATERIALS										
35.10	Construction Materials		20,000								20,000
	TOTAL 35		20,000	0	0	0	0	0	0	0	20,000
36.00	ART SUPPLIES										
36.10	Drawing Supplies		2,000								2,000

"Rabid"											
Back40 Pictures Inc											
Cash Flow		cn\$								Delivery	
	JUL16/2018		OCT	NOV	DEC	JAN	FEB	MAR	Future		
	exchange = 1.30	BUDGET	2018	2018	2018	2019	2019	2019	Balance	Total	
36.20	Graphics	4,000								4,000	
	TOTAL 36	6,000	0	0	0	0	0	0	0	6,000	
37.00	SET DRESSING										
37.10	Sets: Rentals	40,000								40,000	
37.30	Sets: Purchases	27,000								27,000	
37.40	Manufacture	6,500								6,500	
37.48	Sets: Repairs/Replacements	1,500								1,500	
37.50	Sets: Supplies	1,500								1,500	
37.95	Sets: Kits	2,400								2,400	
	TOTAL 37	78,900	0	0	0	0	0	0	0	78,900	
38.00	PROPS										
38.10	Props: Rentals	12,300								12,300	
38.30	Props: Purchases	27,500								27,500	
38.40	Prosthetic Bodies	75,000								75,000	
38.48	Props: Repairs/Replacements	500								500	
38.50	Picture Vehicle Rentals	10,440								10,440	
38.59	Picture Vehcile Insurance	1,000								1,000	
38.95	Props: Kit Rentals	1,425								1,425	
	TOTAL 38	128,165	0	0	0	0	0	0	0	128,165	
39.00	SPECIAL EFFECTS										
39.10	SPFX: Rentals	29,765								29,765	
39.45	Armaments	3,000								3,000	
	TOTAL 39	32,765	0	0	0	0	0	0	0	32,765	
40.00	ANIMALS										
40.10	Animal: Rentals	2,000								2,000	
40.30	Animal: Purchases	5,000								5,000	
	TOTAL 39	7,000	0	0	0	0	0	0	0	7,000	
41.00	WARDROBE SUPPLIES										
41.10	Wrdb: Rentals	20,000								20,000	
41.30	Wrdb: Purchases	60,000								60,000	
41.48	Wrdb: Repairs / Cleaning	8,000								8,000	
41.95	Wrdb: Kit Rental	4,650								4,650	
	TOTAL 41	92,650	0	0	0	0	0	0	0	92,650	
42.00	MAKEUP/HAIR SUPPLIES										
42.10	Makeup: Rental	1,000								1,000	
42.12	Makeup: Purchases	2,500								2,500	
42.20	Hair: Rentals	1,000								1,000	
42.22	Hair: Purchases	2,000								2,000	
42.26	Wigs/Purchases	2,500								2,500	
42.95	Makeup/Hair: Kits	2,090								2,090	
	TOTAL 42	11,090	0	0	0	0	0	0	0	11,090	
45.00	CAMERA EQUIPMENT										
45.10	Basic Package Rentals	52,420							52,420	52,420	
45.12	Daily Rentals	2,500							2,500	2,500	
45.25	Video Playback	-								0	
45.30	Purchases	1,900								1,900	

"Rabid"											
Back40 Pictures Inc											
Cash Flow		cn\$								Delivery	
		JUL16/2018	OCT	NOV	DEC	JAN	FEB	MAR	Future		
		exchange = 1.30	2018	2018	2018	2019	2019	2019	Balance	Total	
		BUDGET									
45.35	Steadicam-Panaglide	5,000								5,000	
45.95	Camera: Kits	14,725								14,725	
45.99	Other	500								500	
	TOTAL 45	77,045	0	0	0	0	0	0	54,920	77,045	
46.00	ELECTRICAL EQUIPMENT										
46.10	Basic Package Rentals	24,700							24,700	24,700	
46.12	Daily Rentals	7,500							7,500	7,500	
46.15	Specialty Rentals	2,500							2,500	2,500	
46.26	Generators	5,700							5,700	5,700	
46.30	Purchases	1,900								1,900	
46.95	Kit Rentals	1,425								1,425	
46.96	Other	1,000								1,000	
	TOTAL 46	44,725	0	0	0	0	0	0	40,400	44,725	
47.00	GRIP EQUIPMENT										
47.10	Basic Package Rentals	11,400							11,400	11,400	
47.11	Grip Expenses	6,000								6,000	
47.12	Daily Rentals	2,500							2,500	2,500	
47.14	Dolly Rental	5,700							5,700	5,700	
47.15	Specialty Rentals	1,500							1,500	1,500	
47.20	Crane Rentals	6,000								6,000	
47.21	Camera Cars/Lifts	4,000								4,000	
47.25	Scaffolding	1,000								1,000	
47.30	Purchases	4,400								4,400	
47.95	Kit Rentals	2,850								2,850	
47.96	Other	1,000								1,000	
	TOTAL 47	46,350	0	0	0	0	0	0	21,100	46,350	
48.00	SOUND EQUIPMENT										
48.10	Basic Package Rentals	10,070							10,070	10,070	
48.12	Daily Rentals	950							950	950	
48.28	Walkie Talkies	4,110								4,110	
48.30	Purchases	300								300	
48.95	Kit Rentals	950								950	
	TOTAL 48	16,380	0	0	0	0	0	0	11,020	16,380	
51.00	PRODUCTION LABORATORY										
51.01	Raw Stock	-								0	
51.25	Dailies Transfer	20,900								20,900	
	TOTAL 51	20,900	0	0	0	0	0	0	0	20,900	
52.00	MEDIA										
52.01	Raw Drives	7,920								7,920	
52.02	Shuttel Drives	720								720	
52.03	Master Backup	1,000	250	250	250					1,000	
52.04	Cloud	927	232	232	232					927	
	TOTAL 52	10,567	482	482	482	0	0	0	0	10,567	
	TOTAL "B"	3,384,741	582	582	582	0	0	0	127,440	3,384,741	
60.00	EDITORIAL LABOUR										
60.01	Supervisor/Co-ordinator	12,000	1,000	1,000	1,000	1,000				12,000	

"Rabid"											
Back40 Pictures Inc											
Cash Flow		cn\$						Delivery			
		JUL16/2018		OCT	NOV	DEC	JAN	FEB	MAR	Future	
		exchange = 1.30	BUDGET	2018	2018	2018	2019	2019	2019	Balance	
										Total	
60.10	Editor #1		52,140	13,200	5,940						52,140
60.12	Asstnt Editor		33,581	7,632	6,869						33,581
60.19	Foley Artist		16,800	8,400	8,400						16,800
60.20	Dialogue Editor		9,180	4,590	4,590						9,180
60.24	Sound Effects Editor		19,112	9,556	9,556						19,112
60.40	Looping Supervisor		4,590	2,295	2,295						4,590
60.42	Other Labour		2,954	1,477	1,477						2,954
60.61	Post: Vehicles		-								0
60.65	Post: Living		-								0
60.70	Dialogue/Transcription		5,000			5,000					5,000
60.99	Edit: Fringes		30,876	9,776	8,096	209	209				30,876
	TOTAL 60		186,233	57,926	48,223	6,209	1,209	0	0	0	186,233
61.00	EDITORIAL EQUIPMENT										
61.10	Editing Equipment		21,000	3,500							21,000
61.30	Picture Editing Purchases		2,500								2,500
61.40	Post Prod. Office Expenses		4,150								4,150
	TOTAL 61		27,650	3,500	0	0	0	0	0	0	27,651
62.00	POST FACILITIES										
62.01	Post Facilities		34,120	34,120							34,120
62.10	On-Line Conform		2,400	2,400							2,400
62.15	Packaging		1,920	1,920							1,920
62.20	Colour Correct		6,880	6,880							6,880
62.45	Visual FX		80,000	80,000							80,000
62.70	Closed Captioning		1,500		1,500						1,500
	TOTAL 62		126,820	125,320	1,500	0	0	0	0	0	126,820
63.00	VIDEO POST PROD. (SOUND)										
63.01	Sound Edit Suites		10,400	5,200	5,200						10,400
63.15	Pre-Mix		9,000	9,000							9,000
63.20	Backup		2,100		2,100						2,100
63.25	Mix		15,400		15,400						15,400
63.30	Playback and Corrections		4,400		4,400						4,400
63.35	Print Masters		1,000		1,000						1,000
63.40	M&E Track		2,000		2,000						2,000
63.95	Subtitles		10,000		10,000						10,000
	TOTAL 63		54,300	14,200	40,100	0	0	0	0	0	54,300
64.00	POST PROD LAB										
64.35	Check Print / Q.C.		3,000			3,000					3,000
	TOTAL 64		3,000	0	0	3,000	0	0	0	0	3,000
66.00	MUSIC										
66.10	Composer		30,000	10,000	10,000	10,000					30,000
	TOTAL 66		30,000	10,000	10,000	10,000	0	0	0	0	30,000
67.00	TITLES & OPTICALS										
67.01	Titles		5,000		2,500	2,500					5,000
67.30	Stock Footage		10,000	10,000							10,000
	TOTAL 67		15,000	10,000	2,500	2,500	0	0	0	0	15,000
68.00	DELIVERABLES										

"Rabid"										
Back40 Pictures Inc										
Cash Flow		cn\$						Delivery		
	JUL16/2018		OCT	NOV	DEC	JAN	FEB	MAR	Future	
	exchange = 1.30	BUDGET	2018	2018	2018	2019	2019	2019	Balance	Total
68.01	DVD/Blu-ray	350			350					350
68.02	Digital Delivery	520			520					520
68.03	DCP/Prores	5,000			5,000					5,000
68.04	Deliverables	4,450			4,450					4,450
68.05	Additional Deliverables	5,000			5,000					5,000
	TOTAL 68	15,320	0	0	15,320	0	0	0	0	15,320
	TOTAL "C"	458,323	220,946	102,323	37,029	1,209	0	0	0	458,324
70.00	UNIT PUBLICITY									
70.01	Unit Publicist	10,000	1,000	1,000	1,000	1,000	1,000			10,000
70.20	EPK	10,000	2,000	2,000	1,000					10,000
	TOTAL 70	20,000	3,000	3,000	2,000	1,000	1,000	0	0	20,000
71.00	GENERAL EXPENSES									
71.01	Insurance	48,475								48,475
71.05	Medical Fees	900								900
71.10	Production Legal Fees	24,000								24,000
71.11	Bank Legal Fees	25,000								25,000
71.20	Post Production Accounting	20,000	2,500	2,500	2,500	2,500	2,000	2,000		20,000
71.25	Audit Fee	15,000						15,000		15,000
71.30	Bank Charges	2,200	100	100	100	100	100	100		2,200
71.95	Other	8,800								8,800
	TOTAL 71	144,375	2,600	2,600	2,600	2,600	2,100	17,100	0	144,375
72.00	INDIRECT COSTS									
72.01	Corporate Overhead	159,000							159,000	159,000
72.20	Interim Financing	207,000							207,000	207,000
72.95	Cavco / OMDC / CRTC	-								0
	TOTAL 72	366,000	0	0	0	0	0	0	366,000	366,000
	TOTAL "D"	530,375	5,600	5,600	4,600	3,600	3,100	17,100	366,000	530,375
	SUB-TOTAL	5,360,083	230,768	111,755	42,211	4,809	3,100	17,100	813,440	5,360,084
80.00	CONTINGENCY									
80.01	BTL Contingency	412,000	25,000	25,000	25,000	25,000				412,000
	TOTAL CONTINGENCY	412,000	25,000	25,000	25,000	25,000	0	0	0	412,000
81.00	COMPLETION GUARANTEE									
81.01	Bond FFI	92,392								92,392
	TOTAL	92,392	0	0	0	0	0	0	0	92,392
	Total Production Expenditures	5,864,475	255,768	136,755	67,211	29,809	3,100	17,100	813,440	5,864,476
	BONDS / DEPOSITS / GST									
	HST Paid Out		25,719	11,509	7,930	3,718	403	2,223	55,567	432,806
	HST Received		-27,300	0	0	0	0	0	-27,300	-273,000

*** PRODUCTION & POST SCHEDULE ***

July 8/18²⁰⁹

JUNE 2018

Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun
				1	2
					3
4	5	6	7	8	9
PREP					10
11	12	13	14	15	16
PREP					17
18	19	20	21	22	23
PREP					24
25	26	27	28	29	30
PREP					

[Handwritten signatures and scribbles at the bottom of the page]

JULY 2018					
Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun
					30-Jun
PREP					01-Jul
2	3	4	5	6	7
PREP					8
9	10	11	12	13	14
PREP					15
16	17	18	19	20	21
Shoot Day 1 Edit: Week 1 Ass: Extra Week 1	Shoot Day 2	Shoot Day 3	Shoot Day 4	Shoot Day 5	
					22
23	24	25	26	27	28
Shoot day 6 Edit: Week 2 Ass: Extra Week 2	Shoot Day 7	Shoot Day 8	Shoot Day 9	Shoot Day 10	
					29
30	31				

AUGUST 2018					
Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun
July 30	July 31	1	2	3	4
Shoot Day 13 Editor Week 3 Assistant Editor Week 3	Shoot Day 14	Shoot Day 15	Shoot Day 16	Shoot Day 17	
					5
6	7	8	9	10	11
	Shoot Day 18 Editor Week 4 Asst Editor Week 4	Shoot Day 19			
					12
13	14	15	16	17	18
Editors Assembly Week Editor Week 5 Asst Editor Week 5	Editors Assembly	Editors Assembly	Editors Assembly	Editors Assembly	
					19
20	21	22	23	24	25
Editors Assembly Week 2 Editor Week 6 Asst Editor Week 6	Editors Assembly	Editors Assembly	Editors Assembly	Editors Assembly	
					26
27	28	29	30	31	
DIRECTORS CUT Editor Week 7 Asst Editor Week 7		Week 1			

SEPTEMBER 2018

Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun
					1
					2
3	4	5	6	7	8
	Directors Cut	WEEK 2			
	Editor Week 2				9
	Asst Editor Week 2				
10	11	12	13	14	15
DIRECTORS CUT		Week 3			
Editor Week 3					16
Asst Editor Week 3					
17	18	19	20	21	22
DIRECTORS CUT		WEEK 4			
Editor Week 4					23
Asst Editor Week 4					
24	25	26	27	28	29
DIRECTORS CUT		WEEK 5			
Editor Week 5					30
Asst Editor Week 5					

OCTOBER 2018						
Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun	
1 DIRECTORS CUT Editor Week 12 Asst Editor Week 11	2	3 WEEK 6	4	5	6	7
8 HOLIDAY Editor Week 12 Asst Editor Week 12	9 Directors Cut	10 WEEK 7	11	12	13	14
15 DIRECTORS CUT Editor Week 12 Asst Editor Week 12	16	17 WEEK 8	18	19	20	21
22 VFX Editor Week 14 Asst Editor Week 14	23 VFX	24 WEEK 9	25	26	27	28
29 VFX Editor Week 15 Asst Editor Week 15	30	31	1	2 COMPOSER START	3	4

NOVEMBER 2018						
Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun	
29	30	31	1	2	3	
VFX PLEASE NOTE: Asst Editor has 3 weeks for I.D. cuts, VFX cut ins on a dailly deal memo over the next 6 weeks.						
					4	
5	6	7	8	9	10	
SOUND EDIT 4 weeks VFX		WEEK 1				
					11	
12	13	14	15	16	17	
SOUND EDIT 4 weeks VFX		WEEK 2				
					18	
19	20	21	22	23		
SOUND EDIT 4 weeks VFX		WEEK 3			24	
					25	
26	27	28	29	30		
SOUND EDIT 4 weeks VFX		WEEK 4				

DECEMBER 2018

Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun
Nov 26 VFX	Nov 27	Nov 28	Nov 29	Nov 30	Dec 1
					2
3 VFX	4	5	6	7	8
					9
10 VFX	11	12	13	14	15
					16
17 VFX	18	19	20	21 Final delivery VFX	22
					23
24	25	26	27	28	29
					30
31					

JANUARY 2019

Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun
	1 NEW YEARS DAY	2	3	4	5
					6
7	8	9	10	11	12
P3 COLOUR GRADE Day	P3 COLOUR GRADE Day	P3 COLOUR GRADE Day	P3 COLOUR GRADE Day	P3 COLOUR GRADE Day 5	
					13
14	15	16	17	18	19
P3 COLOUR GRADE Day 5	P3 COLOUR GRADE Day	P3 COLOUR GRADE Day 8			
					20
21	22	23	24	25	26
FINAL MIX Day 1 COLOUR GRADE REQ 709	FINAL MIX Day 2	FINAL MIX Day 3	FINAL MIX Day 4	FINAL MIX Day 5	
					27
28	29	30	31	30	31
FINAL MIX Day 6	FINAL MIX Day 7	Playback & Corrections	Playback & Corrections	Final Picture	

FEBRUARY 2019

Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun
			1	1	2
					3
4	5	6	7	8	9
Create M&E	DCP	DCP	DCP	DCP last screening	
					10
11	12	13	14	15	16
					17
18	19	20	21	22	23
FINAL DCP TO CA					
					24
25	26	27	28		

MARCH 2019					
Monday	Tuesday	Wednesday	Thursday	Friday	Sat / Sun
				1	2
					3
4	5	6	7	8	9
					10
11	12	13	14	15	16
					17
18	19	20	21	22	23
					24
25	26	27	28	29	30
				FINAL DELIVERY	31

[Handwritten signatures and scribbles in blue ink, including a large signature over the 27th and 28th, and other marks at the bottom of the page.]

RABID


Based on the Original Film
By David Cronenberg

Written by The Soska Sisters
And
John Serge

DOUBLE YELLOW PAGES JULY 23, 2018
DOUBLE PINK JULY 13, 2018
DOUBLE BLUE JULY 10, 2018
DOUBLE WHITE JULY 3, 2018
GOLDENROD SUPER CUTS JULY 2, 2018
GREEN (Script or Pages) June 28, 2018
YELLOW FULL SCRIPT JUNE 19, 2018
PINK FULL SCRIPT JUNE 18, 2018
BLUE REVISED PAGES JUNE 14, 2018
WHITE FULL SCRIPT JUNE 11, 2018

Original Picture registered with US Copyright Office on July 16, 1982
Registration Number PA 145-006 (USA Syndicate)
New Script registered July 18, 2011 (Registration Number PAu3-567-360)
Somerville House Securities Canada Inc
Canada Copyright Registration Number 115275
2018-06-01



Gazeley

1
THRU
4

OMITTED

1
THRU
4

5

EXT. MARKET PLACE PARKING LOT - MORNING

5

A gorgeous, modelesque blonde, CHELSEA (30s), dressed in leather sits seductively, looking over her shoulder at us. As we pan out, we see more of the scene, she is straddling a NORTON MOTORCYCLE. She is frozen in the moment.

We pan out farther, we see that she isn't actually there, but is on a BILLBOARD for some designer. The title HAUS OF GUNTER is stylishly placed next to her.

The billboard overlooks a gas station where a petite framed young woman, ROSE MILLER (30s), sits on her VESPA watching the image in a daze. The model and Rose couldn't be farther from one another.

Rose's eyes are behind glasses, there's a scar on her face. She is pretty and put together, but she doesn't feel comfortable in her own skin and it shows.

Her clothes however are very unique - we will later find out she is wearing her own designs. She has a lot on her Vespa - portfolio, healthy food options in a reusable bag, backpack strapped across her chest - she's obviously a very hard worker.

She looks admiringly at the image when an abrupt honking brings her back to reality.

Rose puts her helmet on and pulls out of the gas station. She looks at the oncoming traffic to get back into traffic when--

SNAP!!

— A large aggressive dog jumps out at her!!

TITLE CARD: RABID

Rose swerves away from it. The dog leaps again but stops short. She fights to regain her composure but drives up on the side walk across the grass..

The dog is on a chain. It viciously barks at her. Rose takes off on her Vespa.

CUT TO: *

6
AND
7

OMITTED

6 *
AND
7

8 INT. DESIGN STUDIO, MAIN FLOOR - MORNING 8

The words HAUS OF GUNTER, just like in the billboard ad, are sprawled across the wall in the highly chic, minimalistic design space loft. A chic, high-end fashion house where MODELS come and go in various states of undress. The place is a buzz with activity.

A highly stylish, dressed in simple black, German man with a noticable facial scar, GUNTER (40s) stands with his Premier, AURORA (20s) & his staff around him. Beside him is Chelsea dressed in blood-red fearsome gown, fully styled and looking amazing.

GUNTER

Why do we keep remaking old trends?
How are we breathing new life into
the old? Are we adding something
new? If there is no soul, there
cannot be life. Do we pander to the
masses or create art for only the
few that dare experience it?

Rose slips into the back of the group. She smiles at Chelsea, who only breaks character to give her a quick wink and slight smile. Rose smiles.

GUNTER (CONT'D)

Our fashion is not everyone. This
is fantasy. This woman is too
beautiful to exist. We must not
build a passing day dream but a
scarring nightmare that burns the
image of the woman we dress into the
minds of all that look upon her. We
want the images to last.

(to Chelsea)

Danke schön, Chelsea.

His eye goes from Chelsea to Rose, a tone change in disappointment.

GUNTER (CONT'D)

And what excuse is it this time for
interrupting the energy flow of the
start of the day by showing up
whenever you see fit?

A pregnant pause. Rose is very caught off guard by this as all eyes turn to her.

GUNTER (CONT'D)

Rose Miller. I am addressing you,
yes. You disrupt my morning and you
have nothing to say for yourself?

8 CONTINUED:

8

ROSE

I'm sorry. I didn't mean to disrupt anything. I apologize. I should have managed my time better this morning.

GUNTER

Yes. You should have. But you didn't. Showing how little you value my time.

ROSE

I was almost in a car accident on my way--

GUNTER

I don't want your bullshit excuses, I want you in to work on time!!

ROSE

I'm sorry. It won't happen again.

GUNTER

You're right about that.

Uneasy and easy laughter fills the room. Chelsea gives Rose a sympathetic look, but she can't save her in this situation.

GUNTER (CONT'D)

(to the models)

Something funny to you?

They stop instantly. All laughter stops. Then Gunter laughs.

GUNTER (CONT'D)

Do you see how easily they laugh at you? Shadenfreude. The pleasure derived from someone else's misfortune.

Assistants move to reveal marketing material around the studio, revealing the new line SHADENFREUDE.

Rose is embarrassed, confused, and angry - but she can't do a thing about it but take it. She hides herself and her scar behind her hair.

GUNTER (CONT'D)

(to Rose)

Danke schön, my sweet Rose. Relax. You helped me illustrate a point.

(to everyone)

Inside all of us is someone we don't show to the world. A part of us that takes pleasure seeing those around us fail.

(MORE)

8 CONTINUED: (2)

8

GUNTER (CONT'D)

A dark passenger that wants the self to persevere at all costs. This is human psychology. And this is what my new collection embraces. The dark night of the soul. That is Shadenfreude.

The staff breaks into applause. Gunter bows his head modestly. Rose takes this as an opportunity to disappear.

CUT TO:

9 INT. DESIGN STUDIO, ROSE'S WORK AREA - LATER

9

Rose sits fuming at her work area. She's humiliated and her confidence is shaken. She mercilessly squeezes a small stress ball to decompress.

Pushing forward, she works expertly and skillfully as she sews together fabrics pinned to a mannequin. With the seamwork on this particular piece, it shows off Rose's incredible skill.

BRAD (O.S.)

You alright, Rose?

Rose looks up to find that Brad (30s) - the kind of man girls fantasize their boyfriends being - rugged, handsome - standing beside her.

ROSE

Yeah. Thanks, Brad.

BRAD

Seriously. That was hard to watch.

ROSE

Oh, God, you saw that? With Gunter?

BRAD

I don't know how you take that guy's shit.

ROSE

He's a genius.

BRAD

He's an asshole. Want me to tell him off for you?

ROSE

No.
Don't even joke about that, please.
I'm fine. That didn't get to me.
I'm just... having an off day.

BRAD

You got me fooled. You look great.

9 CONTINUED:

9

ROSE

No, I don't, but thank you, Brad.
You look -
(she smiles, he's
very handsome)

BRAD

Must look pretty bad if you can't
even spit it out.

ROSE

Yeah, you look hideous.

BRAD

(playful)
Is that right?

He smiles and comes over, getting closer than comfort for
Rose.

CHELSEA (O.S.)

Hey, Rose, are you ok?

Brad takes this as a cue to get out of there. He smiles at
Chelsea as he leaves.

BRAD

Later, Rose.

CHELSEA

Oh my God, Rose. Are you torturing
yourself with Brad Hart again? You
should just ask *him* out. It's the
only way you're ever gonna hook up
with him.

ROSE

We do this every day. He just loves
the attention. I'm not the only girl
he flirts with. I'm not stupid.

CHELSEA

But he is flirting. Every day?

ROSE

Can we get back to work? I'm not
here to hook up with cute guys, Chels.

CHELSEA

Obviously.
(off Rose's look)
Sorry, I wanted to make sure you
were alright.

ROSE

What? After being ridiculed by one
of my mentors to announce a fashion
line? Why wouldn't I be alright?

9 CONTINUED: (2)

9

CHELSEA

They only laughed because they smelled blood.

They never know if it'll be theirs next. Everyone gets laughed at.

ROSE

Shadenfreude. Yeah. I get it.

CHELSEA

No, that's not what I mean. You know Gunter only did that because he knows you can take it, right?

ROSE

I know, I get it. It's how he is. If he didn't care, he'd treat me like I'm invisible like everyone else.

CHELSEA

They just don't see you like I do, Rose.

ROSE

I only have this job because of you, Chels.

CHELSEA

Don't say that. I got you in with Gunter, but you're still here because of you. You're a real artist. Not like half the people in here. Now, go knock him dead. You've got this.

CUT TO:

10 INT. GUNTER'S OFFICE - DAY

10

Gunter stands as Rose lays her portfolio and designs out for him to critique.

Rose's presentation is polished. Her portfolio sketches are neatly laid out.

ROSE

I really appreciate you taking the time to look at my work.

GUNTER

We'll see if you appreciate it after I tell you what I think. Now, show me.

Gunter takes the time to critically examine each, flipping through her portfolio and sketches.

10 CONTINUED:

10

Rose waits for him to say something. It feels like forever. Painful waiting moments.

Gunter sighs heavily and puts her work down.

GUNTER (CONT'D)

These are very... commercial.

Rose is gutted, but she holds her composure in front of her mentor.

GUNTER (CONT'D)

What you have created here is very polished. Very pretty. But formulaic. Boring. Safe. Nothing risked, nothing gained. You understand? I have already forgotten them. This is everything?

Gunter flips through her portfolio front to finish.

Rose is devastated by this review of her work. She tries to keep up a brave face.

ROSE

I... I have some more at home... I could bring in... they're rough, but... very different. I think you'd really prefer-

She is hiding behind her hair, he moves it out of her face - revealing her face, scar and all.

GUNTER

Who are you, Rose?

ROSE

Excuse me?

GUNTER

Who are you? Do you know? Because I don't see you in these designs. Where is your passion? Your fire? I see who you present yourself to be to the world and who you yearn to be but who are you? Do you even know?

Rose hesitates. Gunter takes this as a response. He points to her designs.

GUNTER (CONT'D)

She is safe because you are safe.

Rose starts to interrupt but Gunter continues on.

10 CONTINUED: (2)

10

GUNTER (CONT'D)

I want to see the face you show no
one. Your primal self. She is the
woman we dress. She is power. Lust.
Envy. Unapologetic and raw. Das
Wesen der Schönheit. The essence of
beauty.

(MORE)

10 CONTINUED: (3)

10

GUNTER (CONT'D)

(beat)

We are finished.

Gunter escorts Rose out.

GUNTER (CONT'D)

Excuse me. I am very busy.

ROSE

Of course. And thank you for taking the time to give me feedback. I want you to know I understand what you're saying. I get it, I do.

GUNTER

Rose, you are a nice girl. This is not a business for nice girls. This is Haus of Gunter. This is my legacy. I will not live forever but what I design must. It must be provocative. It must be art. It must cause a strong reaction because it must last. What is remembered lives.

ROSE

I can take the criticism. I can get better. Let me show you something different. I have always wanted to design. I can do so much more than what you have me-

GUNTER

Rose! You must recognize who you are and not who you want to be. You construct clothing very well, Rose. That is why you are here. You birth what comes from my mind. That takes skill. Help the real artists.

CUT TO:

11 INT. DESIGN STUDIO, ROSE'S WORK AREA - DAY

11

Rose sits at her desk, unable to draw anything. She moves the pencil around the page defiant, but broken. Her presentation is disregarded off to the side of her work area.

She eats a carefully put together vegetarian lunch and drinks an herbal tea.

Aurora unceremoniously drops off a pile of material to be sewn - leather, furs - in front of Rose.

AURORA

Gunter needs these finished before tonight.

11 CONTINUED:

11

ROSE

Thank you, Aurora. Got it.
(under her breath)
Why don't you drop the whole carcass
while you're at it?

She looks across the space to see Brad chatting up Chelsea. It makes her uncomfortable, she looks back to her work. No inspiration.

She looks back at Brad who is alone now. He is walking over. She looks away, focused on her garments.

BRAD

Hey, Rose.

ROSE

Hey, Brad.

BRAD

I have a fun idea. You'll be at the show tonight?

ROSE

Unfortunately yes.

BRAD

Me too. We should go to the after party together. Blow off a little steam from the week, have some fun.

ROSE

Nah.

BRAD

C'mon.

ROSE

It's not really my scene.

BRAD

Why is that?

ROSE

It's essentially a waste of time. It's a good place for people who are good at networking. I'm better at letting my work speak for me.

(to herself)

Even though apparently they don't say anything.

BRAD

Why don't you be my date and we can save each other from getting trapped in awkward conversations?

ROSE

What?

11 CONTINUED: (2)

11

BRAD

It doesn't have to be anything serious, but I'd like to see you tonight. Is that cool?

ROSE

Sure. Why not?

BRAD

Great. I'll see you there.

Brad smiles as he walks away. Rose smiles in spite of herself. She looks around to see if anyone saw.

Chelsea stands in front of Rose

CHELSEA

Hey, Rose, can you take this in for me?

ROSE

Yeah, no sweat, Chels.

Rose makes last minute adjustments to her outfit. It's quick, perfect precision. Chelsea chats to Rose like a high-school confidant.

CHELSEA

I need to go down another size. This is ridiculous.

ROSE

If you went down another size, Chels, it *would* be ridiculous.

Her eyes size up fellow models as they pass her eye line.

CHELSEA

I don't even miss ketchup that much. I mean, you have to cut all that processed shit out, right? Nothing tastes as good as skinny feels.

ROSE

I never eat anything processed and I feel amazing.

CHELSEA

I don't know how you even stay alive. I could never do the whole vegetarian thing. How could you give up bacon?

ROSE

I don't like hurting anything. Doesn't it ever bug you to think you're eating something dead? You should try going vegan. We both should.

11 CONTINUED: (3)

11

CHELSEA

You're either the food or the thing eating the food. What do you even eat?

ROSE

A lot of organic. And B12 supplements for energy. You know even meat eaters don't always get enough B12.

Rose pokes the needle into her finger.

CHELSEA

Oh, Rose, you've got to live a little. I really worry about you.

Rose checks her finger. A small bead of blood comes out of the pin prick. Rose brings the finger to her lips.

CHELSEA (CONT'D)

(off Rose's silence)

Fine. Come to the party with me after?

ROSE

I actually was planning on going. Brad sort of invited me...

CHELSEA

Shut up. It finally happened??

ROSE

(coily)

It's not a big deal. We're meeting there after, but he did call me his date.

CHELSEA

Oh my GOD, Rose! This is so good for you. What are you wearing?

ROSE

This.

CHELSEA

No. You're not wearing that. Please don't say that to anyone else, not even as a joke.

I'm going to pick something out, ok? It's going to be fun.

(heads to the curtain)

You're going to look hot.

CUT TO:

11A INT. DESIGN STUDIO, DRESS ROOM - DAY

11A

Rose looks uncomfortable as Chelsea is sorting through a rack of Gunter's dresses. She zips and unzips bags looking for the right one.

11A CONTINUED:

11A

ROSE

I don't really know, Chels. If anything happens to any of these dresses Gunter might actually kill me...

CHELSEA

Don't let him get to you. He's that way to every one. It's supposed to push you to be your best self or some bullshit. He's still never had me open or close a show.

ROSE

He made you the brand model for his Spring Leather Collection. Your face is everywhere. I've seen your new place, it's insane.

CHELSEA

Print not runway. I need to close a show before I die. We all have crosses to bear.

Chelsea holds a dress out to Rose.

CHELSEA (CONT'D)

Definitely this one.

ROSE

Are you sure I can't just wear this? He knows what I look like, Chels.

CHELSEA

I know you never go out, but dress code requires a dress. We're all wearing Gunter tonight. This is last season print. No one will know.

Reluctantly Rose takes the dress.

CUT TO:

12 OMITTED
AND
13

12
AND
13

14 EXT. CHIC NIGHT CLUB - DAY

14

A bright summer evening, the sun is still up as Rose walks up.

A trendy club's main entrance is roped off. TWO GIRLS (30s) hang off each other and chat and smoke.

A sign declares that the club is closed for the private event.

14 CONTINUED:

14

Rose, on her own and out of her element, stands by the DOORMAN (30s), a mountain of a man, as he looks over the guest list. She's wearing a slinky black dress. She pulls at it uncomfortably. She's brushing her fingers through her hair by her scar ensuring its hidden.

The doorman waves in a group of beautiful models. Rose waits awkwardly. The doorman turns his attention back to Rose pointing out a name on his list.

DOORMAN

Ross?

ROSE

ROSE. First name. Last name, Miller.

DOORMAN

They got you down here tonight?

ROSE

Pretty sure. I sent the list in.

DOORMAN

Uh huh.

The doorman flips through his list of names. Two more BEAUTIFUL GIRLS come up to the doorman.

DOORMAN (CONT'D)

How you doin', baby? You have a good night.

He waves them in. One girl kisses him on the cheek as she goes. Back to Rose.

DOORMAN (CONT'D)

Miller. Rose. There you go. Have a nice time, hun.

He steps aside and waves her in. Rose enters the club.

CUT TO:

15 INT. CHIC NIGHT CLUB - DAY

15

Rose enters the club. It's industry only. Only the who's who of the fashion world including models, designers, critics, and their collective hangers on. We follow her from behind as she slips her coat off.

She continues into the club. Beautiful models are draped all over one another. People bump into her like she's not even there.

Rose enters meekly and looks around. She searches for Brad or Chelsea.

15 CONTINUED:

15

We reveal Brad through the crowd. He sees Rose before she sees him.

Rose sees Brad. She smiles at him and waves.

Brad heads over to her cutting through the crowd.

BRAD

Hey Rose!

Rose strains to hear him over the music.

ROSE

What?!

Brad leans in close to her.

BRAD

It's loud here.

ROSE

Yeah!

BRAD

Come on.

Brad takes Rose's hand. He leads her through the modest crowd to a table. She's so happy & nervous to be with him. They sit together.

BRAD (CONT'D)

Better?

ROSE

Yeah.

BRAD

I'm really glad you came. You know, I wasn't sure you would.

ROSE

I just thought, what the hell. Why not, right?

BRAD

(playful)
You look... hideous.

ROSE

(laughing)
Thank you. You look nice, too.

BRAD

No. I mean, you look beautiful, Rose. Thanks for coming out with me tonight.

ROSE

Thanks for asking me.

15 CONTINUED: (2)

15

Rose starts to relax when she notices-

Gunter & Aurora stand with a small chic group drinking champagne. Rose immediately worries he'll notice her wearing one of his "borrowed" designer dresses.

BRAD

Do you want to say hi to the boss?

ROSE

No. I'm always looking like an idiot in front of that guy.

BRAD

Who cares? It's fashion. Nobody actually wants to work here. It's a transition job. My passion is photo journalism, but the pay is shit, so I do this. Beats shooting weddings.

ROSE

Why photo journalism?

BRAD

It's exciting. You never know what you'll uncover. I hate thinking that everything out there's already been discovered, you know? You ever want to be part of something bigger, Rose? What do you really want to do?

ROSE

...I want to work in fashion.

BRAD

I mean, after that.
(off her look)
Shit, I'm sorry. I didn't know.

ROSE

It's okay. It's stupid.

BRAD

No, it's not. I just figured you were too good for this place. Just a stepping stone onto bigger and better things. Why would you want to work in fashion?

ROSE

I like how clothes make you feel. It's like your battle armor. The right outfit can make even a very plain person feel powerful. It's how you arm yourself before you even step outside. It's why I want to design.

(MORE)

15 CONTINUED: (3)

15

ROSE (CONT'D)

To be able to make someone feel strong. A quiet person feel heard. Help them feel safe, help them become loud, to hide or be seen. I usually go for feeling safe.

Rose suddenly seems self conscious after being so open with Brad.

ROSE (CONT'D)

(deflecting)

No, you're right. It is stupid.

BRAD

No, it's not. If it's that important to you you should definitely talk to Gunter.

ROSE

No, I can't!

BRAD

Yes, you can. It's cool. I'll go with you!

ROSE

No, I mean I really can't. I kind of borrowed this dress... from his collection.

BRAD

Aren't you full of surprises?

ROSE

Is he still right there?

Brad checks. Gunter seems to have moved on.

BRAD

No, looks like your secret dies with me.

He kisses her. Rose is caught off guard.

BRAD (CONT'D)

Oh, hey, where are my manners? Can I get you a drink?

ROSE

Yes, please.

BRAD

What would you like?

ROSE

Anything. Surprise me.

15 CONTINUED: (4)

15

BRAD
Thought I just did. I'll be right
back.

ROSE
Me too.

CUT TO:

16 INT. CHIC NIGHT CLUB, WOMEN'S BATHROOM - DAY

16

Rose goes into the bathroom. She catches her reflection and smiles. She's finally feeling good about herself.

Rose heads into a stall and closes the door. TWO GIGGLING GIRLS (the same that came into the club before Rose) explode drunkenly into the bathroom.

The two go into the stall next to her and start doing coke.

GIRL #1
Oh my God. Did you see Rose Miller
with Brad Hart?

GIRL #2
How could I miss, Scarface? I can't
believe she came. Chelsea told me
she asked Brad to ask her out.

Rose listens in to the conversation, shocked and hurt.

GIRL #1
Seriously? Chelsea does everything
for that girl. Why?

GIRL #2
Chels' family fostered Rose or
something. She lost her whole family
in car accident accident. Just look
at her face, it must've been bad.

Both laugh.

GIRL #2 (CONT'D)
I feel so sorry for Brad. He's too
nice.

GIRL #1
Chelsea's too nice. I don't get
Rose. She's just so weird and sad.
You think Brad'll give her a pity
fuck?

GIRL #2
Totally.

The girls stumble out of the bathroom and check themselves out one last time in the mirror. Rose waits. They exit.

16 CONTINUED: 16

Rose gets out of the stall. She's completely embarrassed.

CUT TO:

17 INT. CHIC NIGHT CLUB - DAY 17

Rose exits the bathroom and looks around. Brad is chatting up the girls at the bar. Chelsea appears beside Rose.

CHELSEA

Omigawd, Rose. You look so good.
Are you having fun?

ROSE

You asked Brad to bring me here?

CHELSEA

Fuck. Who told you?

ROSE

I'm so humiliated. Why would you do something like that?

CHELSEA

You really liked him and he was totally into it.

ROSE

Good. I'm glad he was totally into it.

CHELSEA

That's not what I meant!

ROSE

What did you mean, Chels? This isn't what I wanted. I never asked for you to help me out. I don't need more charity from you. This wasn't your choice. This is so unfair of you.

CHELSEA

Rose, this isn't charity. You're family to me. Don't do this.

ROSE

No. What I shouldn't have done is come out tonight. This was stupid.

Rose storms off. Chelsea hurries after her.

CHELSEA

Rose - c'mon. Please don't leave. I'm so so sorry. I didn't mean to ruin everything. I was just trying to help.

17 CONTINUED:

17

ROSE
Do me a favor, Chels, and stop helping
me!

Rose pulls on her coat and exits.

CUT TO:

18 EXT. CHIC NIGHT CLUB - DAY

18

Rose pushes her way out of the club. She's trying hard to keep her composure, but failing. She stomps towards her parked Vespa.

She drives off fast on her scooter. Chelsea comes rushing out of the club. She's too late to stop her, but sees what happens next --

CUT TO:

19 EXT. MAIN STREET - DAY

19

Rose speeds along on her Vespa. She tries to keep it together. She checks her blind spot as she changes lanes as--

-- BAM --

--A large aggressive dog, the same from earlier, races out in front of her bike barking viciously!

Rose swerves hard into the next lane to avoid it and gets
smoked by an oncoming car!

Rose goes tumbling hard along with her Vespa. The bike sparks sliding across road. Rose falls with it on top of her as she lands. Blood is streaked across the road alongside the skid marks.

A car swerves to avoid hitting her and crashes into another parked car.

Rose's POV.

Rose stares up from her crash, gasping. Car tires screech out of sight breaking to a stop. Voices can be heard approaching.

She can hear her heart beat drumming in her ears.

Rose's eyes close.

BLACK.

CUT TO:

20 INT. HOSPITAL RECOVERY ROOM - DAY

20

BLACK.

20 CONTINUED:

20

A steady beeping breaks the silence. A heart rate monitor.

Chelsea quietly by Rose who lies motionless in her hospital bed, dwarfed in a huge room, small, frail, and broken. Chelsea looks like she hasn't been sleeping.

There's a pile of fashion and gossip magazines by her signifying Chelsea has been here for some time.

Rose lies badly battered and bandaged from her accident. There are roses, a stuffed cow, and get well soon goods around her. Her eyes flutter painfully as she groggily wakes up.

A wave of emotions come over Chelsea.

CHELSEA

Rose? Oh my God, Rose! Someone get in here! Sweetie, it's okay. Please don't move. Doctor! She's up! Nurse?!

Rose tries to assess what happened and how badly she's hurt.

CHELSEA (CONT'D)

You're going to be okay. Do you remember what happened? The accident? You got hurt. I'm so sorry. It's all my--

DR. KELOID (50s) enters with an ATTENDING NURSE (30s) who begins to check Rose's vitals.

DR. KELOID

You're awake. Welcome back, Miss Miller.

Her lower jaw is wired shut and much of her lower face is bandaged. She tries to speak, but only can only moan. This only makes her panic moreso.

DR. KELOID (CONT'D)

Let me help you up. Do you remember? You were in an accident. Please don't try to speak. You've been out for a week. We're very happy to have you back with us.

Rose looks over her body. Her chest and stomach are bandaged, there are tubes coming out of her body.

DR. KELOID (CONT'D)

My name is Dr. Keloid, I am the attending doctor at St. Agnes'. Do you remember being brought here? I need you to remain calm.

Dr. Keloid carefully helps Rose sit up. She's in a lot of pain and on a lot of painkillers - none of this feels real.

20 CONTINUED: (2)

20

DR. KELOID (CONT'D)

There was damage on your face from how you connected with the pavement, especially to your jaw. Some of it couldn't be reattached so we had to wire it shut for now before we start talking about reconstruction options.

Rose motions to her chest and stomach.

DR. KELOID (CONT'D)

I'm afraid the bike punctured your abdomen and tore out a significant portion of your intestine. Don't worry with a proper diet, you can live a perfectly normal life with a shortened organ.

This is a lot for Rose to take in. The doctor goes to her chart for reference.

DR. KELOID (CONT'D)

We only had a Chelsea Cottrell listed as your emergency contact.

CHELSEA

That's me. Her parents are deceased. My parents were her foster family.

DR. KELOID

That's good. It's important for her to have support right now.

Rose tries to communicate but is struggling. Chelsea goes over to the bedside table, handing Rose a board and pen.

Rose writes "I want to see". Chelsea looks over at the doctor who doesn't make a bad situation worse by reacting emotionally.

DR. KELOID (CONT'D)

Of course.

Dr. Keloid examines Rose with the nurse as Chelsea watches supportively. He removes the bandage on her face.

DR. KELOID (CONT'D)

Now, keep in mind this is going to be a process just like anything else in life.

Rose doesn't see her face. She swallows hard.

DR. KELOID (CONT'D)

I don't think there's any good in getting worried about the aesthetic as this won't be reflective of what is possible with reconstruction.

20 CONTINUED: (3)

20

The nurse holds out a mirror for Rose to see her face. She braces herself and looks.

It's much more graphic than she anticipated. There is a huge chunk missing out of her jaw, most of her lips have been ripped off. She's been stitched back together. She recoils. The mirror is taken away.

DR. KELOID (CONT'D)

We suggest staying away from mirrors at this time. You focus on your rest and recovery.

We have a few more weeks before we even think about you leaving this room.

Dr. Keloid re-bandages Rose's face.

DR. KELOID (CONT'D)

I know this is a lot to take in. Please take your time. We'll give you some privacy.

He and the nurse exit leaving Rose alone with Chelsea.

CHELSEA

Are you ok?

Rose writes 'I'm a monster'.

CHELSEA (CONT'D)

You're alive. That's the most important thing.

Rose writes 'ha ha ha.'

Rose considers, then writes 'What about work?'

CHELSEA (CONT'D)

I'm sorry, Rose. It's really competitive. But hey - Gunter didn't charge you for the dress.

Humiliation on a professional level adds another sting of pain to an already horrific situation.

Chelsea sits next to her softly.

CHELSEA (CONT'D)

Rose, there's some stuff I have to tell you.

(beat)

Did you know you were behind in rent? Your landlord called the studio when he didn't hear from you. You were supposed to be out this month?

Rose looks down ashamed. This isn't something she shared.

20 CONTINUED: (4)

20

CHELSEA (CONT'D)

Why didn't you tell me? I would've helped.

Rose starts to write something but decides against it.

CHELSEA (CONT'D)

Rose, you are like a sister to me. I know you don't let people in and I'm sure you have your reasons, but I'm not going anywhere. I'm sorry I fucked up, but I'm gonna make it up to you. I had to put your stuff somewhere so I moved you into my place. You've seen it. It's HUGE. It's important you're not alone right now. Just until you get back on your feet. It'll be like when you came to stay with us.

CUT TO:

21 OMITTED

21

22 INT. CHELSEA'S CHIC APARTMENT - DAY

22

A stylish and chic apartment with beautiful embellishments.

Chelsea enters the apartment. Rose follows.

CHELSEA

Ok and here we go! Ta-da. You're home. I unpacked some of your stuff, but I didn't want to be a serial killer and go through everything, so some of it's still in boxes.

Poor choice of words. Rose closes the door behind her.

Her face is more healed than when we last saw her, she has a scarf hiding her lower face, it's evident that it hurts to move.

CHELSEA (CONT'D)

Fridge is there and filled with organic veggies because I love you. Got a bunch of yummy organic baby food, I've been eating it and it's like amazing.

Rose can't eat solid foods - stupid. Chelsea grabs a chic blender.

CHELSEA (CONT'D)

Here's the blender. It comes per serving cup. You can make your slurry in there and just put it in the machine when it's done!

22 CONTINUED:

22

The reality only makes Rose more sad, but Chelsea thoughtfully continues.

CHELSEA (CONT'D)

I think I even found a pomegranate.
Oh, right. No seeds. Sorry. Your
bathroom is attached to your bedroom,
which is right here. I'm over there -
so like right there if you need
anything.

Rose writes - 'Thank you. This is too much.'

CHELSEA (CONT'D)

Don't mention it. I have to grab a
few things but I'll be back in two
hours, four if traffic is shit. Can
I get you anything?

Rose shakes her head no.

CHELSEA (CONT'D)

Are you going to be okay?

Rose nods.

CHELSEA (CONT'D)

Really yes? Or you don't want me to
feel bad for having to go out yes?

Rose writes - 'I'm fine'

CHELSEA (CONT'D)

Okay. Good. Please help yourself
to anything. This is your home now,
too. Do you have the antibiotics and
pain killers the doctor gave you?

Rose nods.

CHELSEA (CONT'D)

Be really careful with what you eat.
The doctor said--

Rose points to the 'I'm fine' on her board.

CHELSEA (CONT'D)

Okay. I get it. I'm going.

Chelsea grabs a stylish coat and her purse. She hesitates before leaving.

CHELSEA (CONT'D)

I left Brad's e-mail by your computer.
I gave him yours - he feels really
bad, but nevermind - you just take
care of you! I'm sorry I fucked
things up between you two.

(MORE)

22 CONTINUED: (2)

22

CHELSEA (CONT'D)

He really is a nice guy. He helped
me move your stuff over. So sweet.

(beat)

I'm happy you're here.

Chelsea gives her a hug before she disappears out the door,
leaving behind a quiet apartment.

Rose looks around the apartment. It's much nicer than she's
used to. None of this feels like real life. Rose walks
around the apartment taking in the beautiful surroundings
like a Cinderella story then freezes at the sight of--

--Herself.

Hand on her head, Rose sits down in front of the mirror.
She removes her coat, the scar on her chest can be seen
peeking out of her shirt. She takes down the scarf - her
lower face is a horrific mess of staples, scars, and weeping
wounds.

Beside her are fashion magazines with beautiful women
including Chelsea on the cover. She cries bitterly to
herself.

CUT TO:

22A OMITTED
THRU
24

22A
THRU
24

25 INT. CHELSEA'S CHIC APARTMENT, ROSE'S ROOM - DAY

25

Rose enters her room. It's mostly unpacked but there are a
few boxes remaining of her stuff from her old place.

A pile of her old sketches on the table. She flips through
them thoughtfully.

A bouquet of roses sits in a vase by the bed with a card.
She tears open the envelope and scans to the bottom of the
card for all she cares to read. FROM BRAD. She drops the
card on the table and sighs heavily. She doesn't appreciate
the pity.

Rose sits at her laptop. There's an e-mail address:
brad@bradhartpics.com

She's not interested. She logs into her e-mail and sees
there's an e-mail from Brad already waiting in her inbox.

Without opening it, she can see the beginning of the message
'Hey Rose, I just wanted to say that I haven't been able to
stop thinking about you. I know -'

25 CONTINUED: 25

It's the opposite of the intended reaction. Rose slams her laptop shut and leaves for the kitchen.

CUT TO:

26 INT. CHELSEA'S CHIC APARTMENT, KITCHEN - DAY 26

Rose blends up her food for a slurry. Everything chopped up and thrown into the blender. It turns a pinkish red as it blends. Rose dumps the blend into a syringe with tubing and puts it into her mouth.

Rose presses the liquid into her mouth.

CUT TO:

27 OMITTED 27

28 INT. CHELSEA'S CHIC APARTMENT - LATER - DAY 28

Rose sits in bed sketching. Her designs look dark and depressing. A reflection of her own well being. Of lack there of.

She places her slurry next to her, at a distance. Not ready to try it again, but determined not to give up.

She moves to her laptop, reconsidering the e-mail. She logs into her e-mail to see Brad's message and is surprised to find a new message from THE BURROUGHS CLINIC.

The message is titled: We invite you to our clinc, Rose Miller.

Curious, she clicks on the message:

Dearest Rose,

It has come to my attention that you have been in a disfiguring accident that has caused functional concerns in your digestive system as well as unsatisfactory physical restraints. I would like to take this opportunity to invite you to the Burroughs Clinic for a full assessment and discussion of treatment options. Should you qualify, all medical expenses will be covered by the Institution.

I trust you will find the results quite desirable.

Sincerely,

William Burroughs, MD

Below is an attached video. Rose sits there, not knowing how to process this information. She clicks on the video.

CUT TO:

29 VIDEO PLAYS: -

29

Classical music begins to play.

Images of a state of the art facility. Private rooms. Celebrities in spa treatments. Beautiful - almost inhumanly beautiful people looking perfect.

CARD:

TRANS·HU·MAN·ISM

(H+/h+)

The belief or theory that the human race can evolve beyond its current physical and mental limitations, especially by means of science and technology.

Cut to images of the Tree of Life, The Fountain of Youth, The Epic of Gilgamesh. It's a bit odd intercut with the images of the facility and it's patients.

CARD:

TRANS·HU·MAN·ISM (CONT'D)

The international and intellectual movement in which great expansion on the natural condition both through enhancements to intellect and physiology transforming themselves into different beings with new abilities, hence creating posthuman beings.

We see twin sisters with different facial deformities. Doctors examine their faces - we see close ups. They are identical with the same birth defect.

BURROUGHS (O.S.)

The term transhumanism originated in a paper from Canadian philosopher, W.D. Lightfall in 1940. In 1957, biologist Julian Huxley would use the name as a title for his own paper on the subject and go on to be known as the founder of the movement.

The sisters are taken into surgery.

BURROUGHS (CONT'D)

He theorized that "The human species can, if it wishes, transcend itself- not just sporadically, an individual here in one way, an individual there in another way, but in its entirety, as humanity."

29 CONTINUED:

29

We are reintroduced to the girls, but it takes a moment to recognize them as both of them are not only cured of the physical defect, but now look perfect in an almost otherworldly way.

BURROUGHS (O.S.) (CONT'D)

Despite the clear benefits of the movement, FDA restrictions threatened to eliminate any advancements. The Burroughs Clinic found an opportunity within the challenge.

We see the sisters running across the lawn with a dog, they are inhumanly fast. Doctors watch with clipboards. They are all smiles.

In a hallway, families line up with their daughters, signing up on clipboards. Blood is taken from the girls. Families are given check ups by doctors.

BURROUGHS (O.S.) (CONT'D)

In exchange for minimal blood work, families involved in the Burroughs tests were supplied with a life time of complete medical coverage with opportunities for special cases to experience medical breakthroughs that are currently unavailable to the public.

There is an image of a little girl with a mauled face. The video cuts to her again, but now looking completely healed. She looks into the lens.

BURROUGHS (CONT'D)

We look forward to hearing from you.

Ends on logo for The Burroughs Clinic with contact information and an address.

CUT TO:

30 INT. CHELSEA'S CHIC APARTMENT, ROSE'S ROOM - CONTINUOUS

30

Rose sits puzzled looking at the screen. It's a lot of information to process. What the hell?

CUT TO:

31 INT. BURROUGHS CLINIC, OFFICE - SAME TIME

31

We see an eery, but handsome man, DR. BURROUGHS (50s). He sits at his desk, his computer screen has a message letting him know that recipient Rose Miller has read his message and watched his video.

Another message indicates that she is watching it again. He smiles to himself.

31 CONTINUED: 31

Paintings in the style of Joel Peter Witkin and Francis Bacon that embody body transformation and gothic surgery adorn the walls.

Beside Burroughs are Rose's medical records from the hospital regarding her accident.

He stops thoughtfully on a photo of his wife, Cynthia. She isn't smiling, but Burroughs smiles fondly at the memory.

CUT TO:

32 EXT. BURROUGHS CLINIC - DAY 32

A chic sports car pulls up outside a very artistically shaped building. A tasteful sign reads 'Burroughs Clinic'.

A group of BEAUTIFUL GIRLS stand outside on their cell phones, each with bandages covering their faces for their respective procedures. Which seem numerous.

The car parks and Chelsea gets out.

CHELSEA

Wow. I would do some pretty sketchy things to get free medical from a place like this.

She goes to the passenger side to help Rose out. Rose's face is magnificently covered. She is writing something on her board - 'Not funny'

CHELSEA (CONT'D)

Sorry, just trying to lighten the mood.

(hushed)

I like her nose.

Rose just stares at her.

CHELSEA (CONT'D)

Sorry! We're here for you. Not me.

Chelsea moves to help her, but Rose walks on her own. It obviously hurts to bend still because of her injuries as Chelsea walks with her. Rose looks at the place, it feels familiar. Something makes her apprehensive.

CUT TO:

33 INT. BURROUGHS CLINIC, BALCONY - SAME TIME 33 *

Dr Burroughs watches from above in the main lobby of the building. Even in daylight it is unsettling. *

Rose enters below with Chelsea. *

Burroughs watches them coolly. *

33 CONTINUED: 33

CUT TO: *

34 INT. BURROUGHS CLINIC, PRIVATE ROOM - DAY 34

Rose sits in an examination room with Chelsea as Burroughs examines the damage to her face thoughtfully. *

BURROUGHS

It's a pleasure to meet you. My wife, Cynthia, and I founded this Institution to help those in difficult positions such as yourself. *

Rose looks surprised.

BURROUGHS (CONT'D) *

Your attending doctor, Keloid, brought your case to our attention. He felt you are an excellent candidate for one of our clinic's experimental procedures. Stem cell manipulation is not a new science. It is the key to life. *

Rose writes something down and holds it up - 'I can't afford this'

34 CONTINUED:

34

BURROUGHS (CONT'D)

As my previous communication stated if you qualify, all costs are covered. And from what I've seen, you fit the necessary requirements.

Rose holds up her board - 'Why would you help me?'

BURROUGHS (CONT'D)

We live in a country that has had challenges in health care needs. Our group is one of the leaders of advanced healing sciences, but we have always required human samples for our work. This union is mutually beneficial for all parties.

Rose writes 'Is it safe?'

BURROUGHS (CONT'D)

You will not be our first patient and certainly not our last. It's merely a matter of bureaucratic paperwork, in our humble opinion, that prevents life saving treatments like this from being widely available to the public. They are being sold already to the most wealthy. There have always been those who stand in the way of progress, but that doesn't stop progress from being made.

*
*

*
*

(beat)

Take a moment. With your friend. I will be right outside whenever you're ready.

*

Burroughs exits leaving Rose and Chelsea alone.

*

CHELSEA

Pretty good, right?

Rose holds up her board - 'Pretty fucked up'

CHELSEA (CONT'D)

No, it's not. It's a miracle. Look, the hospital bills were ridiculous and I don't know if you've looked at the reconstruction payment options,

(MORE)

34 CONTINUED: (2)

34

CHELSEA (CONT'D)
but I don't know how those people
sleep at night. Money is getting
tight.

Rose writes again - 'I'm scared'

Chelsea looks saddened at her friend and gives her a hug.

CHELSEA (CONT'D)
I know this is totally unfair, Rose,
but honestly? What do you have to
lose?

CUT TO:

35 INT. BURROUGHS CLINIC, PRIVATE ROOM OBSERVATION ROOM - DAY 35

On the other side of a one way mirror, Dr Burroughs watches Chelsea console Rose. *

Rose is nodding her head on the other side of the glass. It's obvious from her and Chelsea's reactions that Rose has decided to go for the procedure.

Burroughs smiles. *

CUT TO:

36 INT. BURROUGHS CLINIC, OPERATING THEATER - NIGHT 36

A MICROSCOPIC VIEW OF EMBRYONIC STEM CELLS. A dropper of pale blue liquid hits the cells, dying them blue. They start to change form.

Rose's eyes flutter. She lies on the operating table, her injuries obscured by the DOCTORS preparing her for surgery. A FEMALE SURGEON (40s), holding a syringe, crosses to a table with SKIN GRAFTING TOOLS. *

A tray sits on a table filled with a clear liquid. A woman's gloved hands reach into the liquid and pull out a clear replica of jaw and flesh to fit into the damage of Rose's face. It's new skin! *

She injects the skin with the needle. Placing the needle down, he brings the tools closer to the patient. *

Burroughs is wearing a surgical mask with magnifying lenses. He holds his arms out as his attendants pull his surgical scrubs onto him.

Rose lies on the operating slab. Dr Burroughs has re-opened much of the previous injuries to lay the ground work for the new constructive surgery, the wires have been removed from her jaw.

36 CONTINUED: 36

The surgeon passes Burroughs his instrument as he brings it down to Rose's face. The skin perfectly fits the missing piece. *

Burroughs stares intensely at his work as it is reflected in his glasses' multiple lenses.

37 OMITTED 37

38 INT. BURROUGHS CLINIC, PRIVATE ROOM - AFTERNOON 38

Rose is still unconscious in her hospital bed with clean bandages, she looks different but it's impossible to tell clearly with the bandage.

She's not alone, as we see Brad put some flowers by her bed. There's a lot of mixed emotions on his face as he watches her.

He pulls up a chair and sits with her.

CUT TO:

39 INT. BURROUGHS CLINIC, HALLWAY - LATER 39

Brad is heading out, but gets spotted coming out of Rose's room by Dr Burroughs.

BURROUGHS
Are you her boyfriend?

BRAD
What? Oh, no. I'm just someone who cares about her.

BURROUGHS
How considerate. Do you have a moment to speak about her?

40 OMITTED 40

CUT TO:

41 INT. BURROUGHS CLINIC, PRIVATE ROOM - EVENING 41

Peaceful moonlight slips through a large window in a beautiful recovery room.

A NURSE (30s) comes in and starts checking on the bandaged patient, Rose, in bed. She jots down a few notes on a clip board.

41 CONTINUED:

41

The nurse crosses the room and closes the window. Rose continues sleeping silently as the nurse exits.

The room is still and silent until Rose's stomach growls loudly.

Rose's eyes dreamily open. She takes in the room. She grabs onto her face and feels the bandage.

There is bandage across her chest under her gown. She gets out of bed and goes over to the adjoining bathroom.

CUT TO:

42 INT. BURROUGHS CLINIC, PRIVATE ROOM BATHROOM - EVENING

42

Rose walks over to the mirror, her eyes locked on her reflection. Her hands shakily come up to her face.

She reaches behind her head and starts to unravel the bandages.

Bandages fall into the sink. They are stained in discharge and specks of blood. Rose gasps.

The last piece of bandage comes down. Rose is stunningly beautiful. We see her face for the first time with no scars, luminous glowing skin, perfectly shaped nose, lips, and jaw.

There isn't a mark on her body either. From her expression looking under her gown, she's impressed with what she sees. She can't believe that she's looking at herself.

Rose can see clearly. She can see actually very well - her eye sight has corrected. No need for glasses.

She's overwhelmed - teary and smiling. Her smile is radiant. Her shaking hands touch her face and her body, carefully as if not to dispel the illusion.

Rose's stomach growls, painfully, bringing her hands to her stomach. It shivers through her body.

Rose doesn't seem like Rose as she stares at her reflection. Something takes over her.

She's never felt anything like this. As if sensing something to satisfy this craving, she exits her room.

CUT TO:

43 INT. BURROUGHS CLINIC, HALLWAY - EVENING

43

Rose walks gracefully down the hallway of this undisclosed building. She looks like a predator on the hunt drawn forward.

43 CONTINUED:

43

Rose looks like she's in a daze. Her severe expression makes her look sinister in this light.

There is the sound of a splash that attracts her attention. She finds a sign that reads: POOL next to a stairwell.

CUT TO:

44 INT. BURROUGHS CLINIC, POOL - EVENING

44

Rose walks slowly down the stairs towards the pool area. The splashing is louder here.

A DEVILISHLY HANDSOME BRUNETTE, DOMINIC (40s), swims across the pool. He stands up and is surprised to see Rose standing there.

DOMINIC

You okay?

There's something off about her, but she's too beautiful for anyone to take notice.

ROSE

I'm... recovering.

DOMINIC

Quite well, from where I'm standing.

ROSE

Thanks.

With her eyes locked on Dominic, Rose walks into the pool in her hospital gown. It clings to her as it gets wet. Dominic swallows hard.

ROSE (CONT'D)

You look familiar.

DOMINIC

You're not a fan of daytime TV?

Rose shakes her head no. She watches him trying to figure out what's drawing her to him. He mistakes it for fan-dom.

DOMINIC (CONT'D)

(announcer voice)

"Major Medical, starring Dominic Danvers as Dr. Tony Calabria."

ROSE

What are you doing here?

DOMINIC

Just a little routine maintenance.

Rose walks right up to Dominic. Uncomfortably close, but she's fearless. He loves it. Dominic soaks in the attention.

44 CONTINUED:

44

DOMINIC (CONT'D)

So, I take it you're a fan then?

Acting on instinct, Rose grabs Dom and kisses him. Dom has no complaints.

They kiss passionately. Her arms hold onto him tight, holding onto Dominic in a hungry embrace when suddenly he pulls away from her. This seems to wake Rose up. She's not sure what's come over her.

DOMINIC (CONT'D)

Wow.

There is a drop of blood on Rose's lips, she inadvertently licks it, swallowing hard. She touches her lips. Is it her blood?

Blood comes from Dominic's mouth to the water. Rose stares at the blood as it hits the water.

He runs his tongue along the inside of his mouth. More blood. He isn't put off by it.

ROSE

Oh my God.

DOMINIC

That's my line.

Snapped back to her senses, Rose is already out of the pool. She doesn't know what came over her as she hurries back up the stairs. Dominic looks after her, annoyed.

DOMINIC (CONT'D)

Hey! Fuck.
(more blood drips out
of his mouth)
Fuck.

CUT TO:

45 INT. BURROUGHS CLINIC, PRIVATE ROOM - MORNING

45

The inside of Rose's mouth is examined by Burroughs. He uses a small flashlight to illuminate her mouth and throat.

Burroughs is very impressed with what he's seeing.

BURROUGHS

How do you feel, Rose?

ROSE

I think I got up last night and I felt so strange. Like I was dreaming, but it felt like I was awake.

BURROUGHS

What did you dream of?

45 CONTINUED:

45

ROSE
I woke up. And I went out of my
room.

BURROUGHS
Where did you go?

ROSE
The swimming pool.

BURROUGHS
Dreams reveal so much about the self.
One's inner truths. Inner desires.
Fears. Did you go into the water?

ROSE
...Yes.

BURROUGHS
In dreams water symbolizes emotion.
To enter a pool of water suggests
you are exploring your unconscious
and trying to get to know, understand,
and appreciate yourself more.

Rose is self conscious about this fairly accurate and personal
reading.

BURROUGHS (CONT'D)
It's a lovely dream. One I've had
myself. Sleep is important. You
mustn't push yourself.
When you push your body too hard, it
can affect how your mind processes
information. It gives you the feeling
of a waking dream. Your body has
been through a lot. You may feel
weakened.

ROSE
I feel great. I feel strong. I
feel very strong.

BURROUGHS
Terrific.

ROSE
Terrific, I can go home, terrific?

BURROUGHS
Oh, I insist. We'll want to see you
again to document your healing
process, but they'll schedule that
with you on the way out.

(beat)
I should mention a few side effects
of the procedure.

(MORE)

45 CONTINUED: (2)

45

BURROUGHS (CONT'D)

We have created essentially immortal skin grafts. These medications I have given you will help you ease into the transformation. When you're tired, you need to rest. If you push yourself too hard you can get dizzy, nauseous, even have vivid hallucinations.

Rose considers this, as Burroughs brings over a box filled with deep red canisters labelled 'R3D'.

BURROUGHS (CONT'D)

Your diet will be very specific in nutritional needs. Drink these when you are having trouble keeping other foods down. They can act as meal replacements, but you need to get your organs doing their jobs again. There's a good chance your intestine will be sensitive at first, but experiment with that. Listen to what your body is trying to tell you.

Rose looks at one of the canisters in her hand.

ROSE

What's in it?

BURROUGHS

A super protein that is easy to digest. Specifically made to assist you in your procedure's nutritional requirements. Nothing to worry about.

CUT TO:

46 INT. BURROUGHS CLINIC - MOMENTS LATER

46

Chelsea waits for Rose in the Burroughs Clinic waiting room. Artwork celebrating transhumanism and human/animal hybrids adorn the walls.

Someone enters the room, but Chelsea doesn't even recognize Rose until she starts smiling at her.

ROSE

Um, hi!

CHELSEA

Rose?

ROSE

It's me!

46 CONTINUED:

46

Rose puts down the boxes of supplies so that the two can hug. They laugh. Chelsea is blown away. Rose looks flawlessly beautiful.

CHELSEA

Oh my God, Rose! Can they do me next? It's amazing! Let me look at you. Wow.

ROSE

What is it?

CHELSEA

No glasses?

ROSE

I don't need them anymore.

CHELSEA

Ok, Spider-man. Wow. You're just so different.

ROSE

C'mon, Chels. I'm still me.

CHELSEA

I'm so happy for you.

They embrace. Rose is not a hugger but she accepts this. She's relieved.

CUT TO:

46A OMITTED
AND
46B

46A
AND
46B

46C INT. CHELSEA'S CHIC APARTMENT, KITCHEN - DAY

46C

A line of medical prescriptions from the Burroughs Clinic sit on the counter. Rose gets a handful of pills and swallows them with a glass of water.

She looks in the mirror, the novelty of her appearance not lost on her. She's never felt happier. Or more alive. And it shows.

CHELSEA (O.S.)

I'm going to work! Call me if you need anything, ok?

Chelsea appears behind her in the mirror. Rose looks over at her sadly.

ROSE

I don't know what I'm supposed to do here all day.

46C CONTINUED:

46C

CHELSEA

Maybe recover from major surgery!
Jesus, Rose. You're the only person
I know who gets time off and wants
to work.

Chelsea gives Rose a hug.

CHELSEA (CONT'D)

You should do something for yourself
for a change. Design. Feel inspired.

CUT TO:

46D INT. CHELSEA'S CHIC APARTMENT - DAY

46D

Rose is drawing at her desk.

Rose looks gorgeous as she feverishly draws. This is Rose
when no one is looking, but now with a new sense of freedom.
Her sketches are rough, edgy, and wild.

She throws fabric down, her design already a work in progress.
Rose starts sewing it together with surgical precision.
Something visceral about how she stabs the needle through
the fabric.

KNOCK. KNOCK.

Rose gets up. She goes to the door.

BRAD (O.S.)

You don't call, you don't write, if
I didn't know better I'd say you're
mad at me.

Rose looks through the peep hole - it's Brad. With roses.
She does not want to see him.

ROSE

Can I help you with something?

BRAD (O.S.)

Hey Rose.
(beat)
Would you open the door?

Relenting, she opens the door.

BRAD (CONT'D)

HOLY SHIT! I mean-
(catching himself)
You look-

ROSE

-hideous, right?

BRAD

How'd they do that?

46D CONTINUED:

46D

ROSE
Experimental skin grafts.

BRAD
It's incredible. It's like the
accident never happened.

ROSE
It's not like it never happened.

BRAD
I didn't mean it like that. I'm
glad you're okay. Chels told me to
leave you alone, so I figured you
were still at her place.

ROSE
Yeah. Chels says a lot of things.

BRAD
Look. I wanna say sorry about
everything.

ROSE
It's fine, Brad. It was stupid to
think you'd actually just ask me
out.

BRAD
Hey, c'mon, it's not like that. How
about I make it up to you? Tonight?
I'm the one that's asking. Promise.

ROSE
I'm busy tonight.

BRAD
Okay, how about tomorrow night?

ROSE
I'm busy then, too.

BRAD
You're not gonna make this easy on
me, huh?

Rose takes the roses.

ROSE
Nope. Bye Brad.

She closes the door.

BRAD (O.S.)
Bye, Rose.

CUT TO:

47 EXT. TRENDY NIGHT CLUB - NIGHT

47

Chelsea leads Rose to a large BOUNCER standing outside the same club from before. Rose is wearing the completed outfit she was working on before and she looks amazing. He smiles warmly seeing her.

CHELSEA

You turned Brad down? I swear I had nothing to do with that!

ROSE

I know he just feels bad and he shouldn't. I don't need his pity.

CHELSEA

You know you're pretty now, right? You don't have to be nice.

ROSE

That's horrible.

Chelsea laughs.

CHELSEA

I'm glad you let me drag you out tonight! You never come out with me!

ROSE

You said one drink.

CHELSEA

And I totally meant that.

The club is again closed for a private function, but not their private function.

The Bouncer waves them in without question.

BOUNCER

Good evening, ladies.

Smiling, they enter together. And walk right past A TRIO OF BEAUTIFUL PEOPLE - two men and a woman - leaving together. One of them turns and does a double take seeing Rose--

--It's Gunter.

GUNTER

Rose Miller!

Rose keeps going, not noticing until--

GUNTER (CONT'D)

I'm addressing you, yes!

Rose freezes. Gunter approaches as Rose turns around.

47 CONTINUED:

47

GUNTER (CONT'D)
Mein Gott. Look at you. Who are
you wearing?

ROSE
Gunter. Hi. Actually this is one
of my designs.

GUNTER
Your designs? Something new I can
see. I am impressed.
(beat)
Someone looks like she's well enough
to come back to work.

ROSE
I do. I am. I could be in on Monday.
I'd love to be working on the
Shadenfreude Collection with you.

GUNTER
I would very much like that, Rose.
Two months until we launch. Lots of
work to be done.
(beat)
Good to see you feeling better.

ROSE
Thank you, Gunter.

GUNTER
Don't let me down.

BEAUTIFUL MAN
Who was that?

BEAUTIFUL WOMAN
She's stunning.

Gunter leaves with his dates for the evening. Chelsea rushes
over.

CHELSEA
Oh my God, Rose! He practically
begged you to come back!

ROSE
(proud)
Did he? I didn't notice.

CHELSEA
Shut up. We are celebrating!

CUT TO:

48 OMITTED

48

49 INT. TRENDY NIGHT CLUB - NIGHT

49

Chelsea and Rose are getting drinks by the bar. They look like they're already a few in. Rose's inhibitions are starting to break away. She's starting to enjoy herself. Guys keep looking over. She pretends not to notice.

49 CONTINUED: 49

PARTY MONTAGE START.

Rose and Chelsea do shots. And more shots.

49A OMITTED 49A

49B INT. TRENDY NIGHT CLUB - LATER 49B

As the girls continue to party, we track Rose sharing fluids and how quickly and easily something contracted via saliva can be transmitted. We see "something" being contracted and spread throughout the club guests and enter their nervous systems. We will learn that it is the rabies virus later.

Rose shares a drink with a CUTE GUY (20s) while Chelsea chats up CUTE GUY'S CUTE FRIEND (20s).

We see groups of the hot crowd getting intimate. Making out. Coughing. Kissing. Sharing chap stick. Sharing e-cigarettes. It's so easy for the infection to pass unknowingly. We watch the virus spread around the venue like a silent killer.

As Rose and Chelsea continue to party and drink, the night begins to become a blur. The night is remembered in fragments--

The girls dance together. Everyone takes notice of them.

CLUB GUYS come up to them and dance with them.

Chelsea is making out with the cute guy's CUTE FRIEND (30s). Rose slams the cute guy against the wall as she kisses him.

49C OMITTED 49C
THRU THRU
49E 49E

49F INT. RANDOM BEDROOM - NIGHT 49F

Rose aggressively kisses the cute guy from earlier in his bedroom.

She pulls open his shirt and rakes her nails down his chest leaving behind little red marks from contact.

Blood starts to pour from the corners of his mouth as they kiss. He starts to struggle but relaxes like he's been sedated.

Rose claws her nails down his chest again, but this time slicing open his flesh! The wounds gush blood--

CUT TO:

50 INT. CHELSEA'S CHIC APARTMENT, ROSE'S ROOM - MORNING 50

--Rose sits up in bed.

50 CONTINUED: 50

She's back at Chelsea's. In her own room. She quickly looks at her hands. No blood. Nothing out of the ordinary at all.

Rose lies back, relieved, but still freaked out.

CUT TO:

50A INT. CHELSEA'S CHIC APARTMENT BUILDING, KITCHEN - MOMENTS LATER 50A

The fridge has a section dedicated to Rose's dark red dietary canisters - R3D. She takes it out & drinks it. The taste is unusual, but she seems to really like it.

51 OMITTED 51
THRU 51
53 53

54 INT. DAYTIME SOAP HOSPITAL SET - DAY 54

Dominic Danvers stands just off set looking irritated. He appears feverish and sick, but his young make up artist, PAIGE, (20s) is trying hard to cover up how unwell he is.

PAIGE

Jesus, Dom, you're burning up. What the fuck are you on?

DOMINIC

It's always so God damn hot in here. Can we get a little air in here, for Christ's sake? It's like a Senior's home. Stop fucking touching me.

Dominic smacks Paige's hands away. He pushes past Paige and heads back onto the set. The stage is designed to look like a warm hospital.

The crew looks checked out. The DIRECTOR (40s), a polished, handsome man, sits behind a monitor.

His co-star, CINDY, (30s), dressed in a needlessly extravagant gown, reads over her sides.

Dom leans in to her.

DOMINIC (CONT'D)

(hushed)

It's not brain surgery, Cindy. It's the same shit every week.

CINDY

(hushed)

You're being mean. I can't concentrate when you're mean to me.

54 CONTINUED:

54

DOMINIC

(hushed)

Just try to fuck up on your coverage,
not mine.

The crew is starting to take notice of Dominic's behavior.
It's out of the ordinary, but not enough to make anyone stop
working.

DIRECTOR

Okay! Same energy as before. Let's
roll. Whenever you're ready. Action.

Cindy takes a breath and turns to Dom.

CINDY

I don't know how long I can keep
lying to my husband, Tony.

Dominic embraces her, holding her tight up against him.

DOMINIC

It was never a problem for you before.

CINDY

Ow, Dominic. You're hurting me.

DIRECTOR (O.S.)

CUT!

DOMINIC

For fuck's sake, Cindy. Try to act
like a fucking professional.

The crew exchange looks.

PAIGE

(hushed)

Oh, great, he's coked out again.

DIRECTOR

Dom. Less intensity on this. More
of a romantic feeling, ok? Let's
get Trent in there.

DOMINIC

Trent?

A PERFECTLY chiseled YOUNG MAN, TRENT TAYLOR (20s), walks
over to Dom and Cindy.

TRENT

Evenin' y'all.

DOMINIC

Who are you? Who is this?

54 CONTINUED: (2)

54

TRENT

Trent Taylor. I'm playing the new doctor.

The young man extends his hand, but Dominic doesn't take it.

DOMINIC

Doctor? How old is he? There's no new doctor in my script.

Trent stifles a laugh. Dom's fighting to keep his composure and failing miserably.

DOMINIC (CONT'D)

(his ability to speak
failing, slurring)

Something funny to you, you little fuck? You piece of shit! You fuck.
FUCK!

TRENT

No, man. It's cool to meet you. My mom's a big fan of yours.

Dominic lunges on top of Trent in rage, the two of them smash down through the craft services table. Dom bites into Trent's face and throat like an animal

DIRECTOR

HOLY SHIT!

Grips and crew grab onto Dominic and pull him off of Trent. There's a spray of blood. Trent is much more violently injured than anticipated; vicious bites across his face - he's going to need massive reconstructive surgery.

The crew holds down Dominic as he struggles like a rabid animal. He looks crazed. His mouth is covered in blood.

CUT TO:

55 INT. CHELSEA'S CHIC APARTMENT, ROSE'S ROOM - DAY

55

The apartment is quiet and vacant.

Rose works tirelessly at her desk on her designs. They are a lot better. Stronger, more surreal and even frightening.

It's late. Her stomach growls as she works. She ignores it. Suddenly a sharp pain causes her to get up and go to her pills.

Rose moves to the sink and takes some pain pills. Another sharp pain.

She steadies herself. She examines the bottle - take with food.

55 CONTINUED:

55

She moves to leave, but a new swell of pain from her abdomen takes her down to the ground.

Rose is on the floor clutching her side - shooting pain up her left side.

CUT TO:

55A INT. CHELSEA'S CHIC APARTMENT, KITCHEN - NIGHT

55A

Rose pulls herself to her feet and notices that the television has been left on. The nightclub that Chelsea and Rose went to is shown on the news. She watches it with interest.

NEWS CASTER (O.S.)

...Following this unusual story of an outbreak of rabies at a local night club. Patrons reported flu like symptoms and received an unwelcome surprise when they were informed that they had contracted the rabies virus.

She pulls open the fridge. It's packed with health conscious food options. She sees her R3D simple protein and takes a sip. It's unsatisfying. She drinks the whole canister, but she's hungry.

NEWS CASTER (O.S.) (CONT'D)

Local Center for Disease Control experts were dispatched and managed to trace the outbreak to the club.

Attention more focused on the news, she absent mindedly starts to look through compartments. She doesn't even know what she's looking for, but she's starving. Her stomach growls. She clutches it in pain.

DR. RILEY (O.S.)

It's not a place people would expect they'd be at high risk, but bats are your number one carriers of the rabies virus. Often you don't even know you're bit. You find them more and more in the cities as they lose their natural habitats. That's what I think we're seeing here. A bat got in the club and had himself a real good night. Rabies is fatal. Once it reaches the brain nothing can be done. You've got to be vigilant.

Her hands move to the meat compartment, opening it slowly. It's packed with meat.

55A CONTINUED:

55A

She picks up a packaged steak. It's filled with blood. She leans in and smells it hungrily.

NEWS CASTER (O.S.)

Though vaccinations exist, there is no cure for rabies. Once the virus reaches the brain, rage, vivid hallucinations, madness, and eventually death are imminent. The incubation period of the rabies virus is typically between 20 and 60 days though this strain has already shown to advance in a fraction of that time. These periods differ between humans and animals with some cases taking longer to incubate than others, but the CDC urges everyone to vaccinate their children and especially outdoor pets.

Rose puts the steak on a plate. She is captivated by the pool of blood. She touches it slowly - holds it to her lips. She licks it.

She does it again. She drops the steak on the counter and licks the plate clean.

Rose picks up the plastic packaging and sucks out the rest of the blood from it.

NEWS CASTER (O.S.) (CONT'D)

Symptoms of rabies include fever, headache, nausea, agitation, bizarre or abnormal thoughts, vomiting, difficulty swallowing, excessive salivating, hallucinations, and partial paralysis.

She stops herself, disgusted. Rose spits into the sink. Her mouth is covered in blood.

She slumps down onto the floor, horrified. She starts to cry.

ROSE

What am I doing?

NEWS CASTER (O.S.)

If you or anyone you know may have been exposed to the virus, seek medical attention immediately. Though most are expected to pull through, we've been told that one young man passed away this morning. More on this story as it continues to develop. We pray it doesn't happen to you.

55A CONTINUED: (2)

55A

Rose grabs her pills and looks at the side effects - VIVID HALLUCINATIONS. PARANOIA.

ROSE

Shit.

She grabs her phone and dials CHELSEA. No answer.

ROSE (CONT'D)

Shit. Shit, shit, shit. Answer the phone, Chels. Please.

Rose tosses her phone in frustration. She can hear someone yelling outside.

BILLY (O.S.)

HEY!! FUCK YOU!! Get your fucking hands off of me!

Rose looks outside the window, she sees something. We see her expression change again into hunting mode.

56 OMITTED
THRU
58

56
THRU
58

59 INT. CHELSEA'S CHIC APARTMENT - NIGHT

59

Rose opens a closet. She has a distant look in her eyes.

BILLY (O.S.)

You wanna fight!? I'll kick your ass!

Completely out of character, she grabs a fur coat and exits.

CUT TO:

60 EXT. STREET - NIGHT

60

A drunken jock, BILLY (30s), is arguing with a pair of BOUNCERS. He tries to get back in and they shove him away.

BILLY

What did I do?! Sir, may I please go back in?

HUGE BOUNCER

No. You're done for the night.

BILLY

My friends are in there!

HUGE BOUNCER

It doesn't matter. You're going home.

BILLY

This is bullshit!!

60 CONTINUED:

60

The man storms away from the club and staggers down the street. A young GIRL (20s) in a sexy dress walks in front of him, he takes notice and starts checking her out.

He follows her. She's uncomfortable feeling his eyes burn into her.

Down the street a woman in a fur coat - Rose - starts walking behind the two.

BILLY (CONT'D)
Hello. What's your name?

The girl doesn't answer.

BILLY (CONT'D)
You're beautiful. What's your name?
I'm Billy. It's nice to meet you.

He steps closer towards her, she looks away.

BILLY (CONT'D)
You don't talk? What the fuck is
your problem?

The girl starts to walk away from him, crossing the street on the light. Billy walks angrily after her. Rose is only a couple meters behind him.

BILLY (CONT'D)
Someone just paid you a compliment.
You should say thank you, you slut.

The girl's heels click as she runs into another bar to get away from him.

BILLY (CONT'D)
Fucking whore.

Rose follows him as he keeps walking down the street. He walks a little longer before turning off onto a side street.

Rose appears around the corner and continues to follow him. She moves gracefully through the darkness after him.

Billy walks into a parking lot towards his car. He stumbles with his keys when he hears high heels breaking the silence. He turns and sees Rose.

BILLY (CONT'D)
Well, hello.

Rose stares at him like a piece of meat, her unnaturally beautiful face illuminated under the street light. Billy looks her over, smiling.

ROSE
Hello.

60 CONTINUED: (2)

60

BILLY

Look at you.

Rose opens up her coat revealing her barely there dress underneath. Billy swallows hard.

ROSE

Can you give me a ride?

BILLY

Anywhere you wanna go.

Billy unlocks the car as Rose looks around for any witnesses.

None.

Rose slips into the passenger seat.

CUT TO:

61 INT. BILLY'S CAR, PARKING LOT - NIGHT

61

Billy climbs into the driver's seat as Rose hungrily watches him. Her whole demeanor has changed as her blood lust takes over.

BILLY

What's your name, beautiful?

ROSE

Rose.

BILLY

Rose. I'm Billy. So, where to, Rose?

ROSE

Nowhere.

Billy turns to Rose. She stares him down. He takes her hunger as attraction.

BILLY

Nowhere?

Rose's eyes stay locked on Billy as she moves towards him, she's starving. She anticipates feeding off of him.

Billy places his hand on Rose's leg, testing her reaction to his forward response. She watches him coolly. He runs his hand up her thigh.

Rose takes hold of his wrist and brings his hand to her lips. She kisses his fingers.

BILLY (CONT'D)

I knew you looked like a little slut...

61 CONTINUED:

61

She puts his fingers into her mouth--

--SNAP--

BILLY (CONT'D)

Ouch!

--Billy pulls his hand back. He checks his hand.

CLOSE ON: Billy's hand. There is a small pin prick wound on his finger. It's almost nothing. Billy moves his hand.

BILLY (CONT'D)

Jesus. My hand's going numb.

ROSE

Too rough for you?

BILLY

Nowhere close. Now you're gonna fucking get it...

Billy grabs Rose's throat, but his hand is going limp. He tries to regain control as she grabs him, kissing him hard.

He tries to put his hand on her throat to choke her, but he can't feel his hand. The numbness is spreading up his arm to his shoulder.

Rose's eyes flutter open. Billy breaths breathlessly, he's starting to feel sedated. He pushes away from her and moves towards the passenger side door.

His other hand goes to the door to escape, it opens but it's too late, Rose is on top of him in an instant. She looks terrifying in this light.

BILLY (CONT'D)

Wait.

Rose grabs onto him and starts kissing him again. Her 'kiss' intensifies as a trickle of blood runs from the corner of his mouth. The door hangs open, light spilling into the parking lot.

At a distance, it looks like she's kissing his neck, but something is wrong - we're only getting a glimpse at how wrong.

The paralysis spreads through his body.

Billy reacts drugged, maybe poisoned. His eyes widen in horrified disbelief as he struggles with the last of his fading strength.

He's conscious, but incapable of moving. Rose holds him as he goes completely limp in her arms.

61 CONTINUED: (2)

61

Her lips rub against his - ~~revealing more than just blood - there's rows of horrific sharp little teeth lining the insides of her lips like a sea lamprey~~ - we see it barely for a moment, what the hell was that?

She leans down to his neck and we see the damage those teeth lining the inside of her mouth can do. The teeth sink into the flesh, breaking the skin, drawing more blood.

Billy's body jerks helplessly in the car as Rose moves savagely on top of him, lips on his neck. Feeding on him.

As we PULL OUT from the car we reveal--

--SOMEONE (unidentified) is watching Rose's activity in the car. Taking photos.

CUT TO:

62 INT. BLACK ROOM - DREAM SEQUENCE

62

Rose is in bed, blood surrounds her mouth, and drips onto her chest. A group of NURSES wearing cages over their heads walk in from behind her.

You can hear birds in the cages, but cannot see any. A young girl stands in the corner eating a bird. Drips of blood on her blouse.

Two nurses hold a mirror up to Rose, but she can only see the back of her head in the reflection. She summons them away.

From Rose's POV, we see the women leaning down over her. They are wrapping her head in red gauze. The more the gauze covers her face, the more her vision gets obscured by the material.

Rose struggles and pushes them away from her. The women move away from her and stand spasming. They start to choke up blood.

Rose, dressed in a fiery red gown, stands. Blinded by the bandage, she reaches out into the darkness. She feels around to get her bearings. She finds a large mirror.

She walks up to the mirror, she can barely make out her covered face. In this dress, she looks even more ravishing than ever before. Rose starts unwrapping her face.

~~When all the gauze is removed, there is no face, just a giant many rowed toothed mouth as if it has balled over her entire head.~~

CUT TO:

63 INT. CHELSEA'S CHIC APARTMENT, ROSE'S ROOM - MORNING 63

Rose sits up in bed, seriously shaken by her nightmare. She looks around - somehow she's home now. She's in a lace nightgown, her fur coat is hung up by the closet.

She tries to remember what happened when something dawns on her. She hurries to her mirror.

Rose checks herself for any trace of blood. Nothing.

She grabs her pills routinely and swallows. She's relieved until she realizes a taste in her mouth.

Rose opens her mouth. Her tongue and teeth are covered in blood.

Rose covers her mouth, stifling a gasp. There's something else in her mouth.

She reaches between her lip and her gum, pulling out a piece of torn flesh. At first, she cannot place it and just examines it in horror - there's little holes like tiny teeth marks.

It's flesh. Upon the realization, she drops it to the ground.

CUT TO:

63A OMITTED 63A

64 INT. CHELSEA'S CHIC APARTMENT, ROSE'S ROOM - MORNING 64

BEEP!

Rose sits in bed, nervously on the phone.

BURROUGHS (O.S.)

This is Burroughs. Please leave a detailed message as well as a number that you may be reached at. Thank you. If this is an emergency, please call my associate Dr Elliot on the main directory at extension 4.

Rose silently judges to herself whether this is an emergency before continuing. In her reflection, she looks otherworldly. She stares at herself like she can almost see there's something wrong beneath the surface.

ROSE

Hello, Dr. Burroughs. This is Rose. Rose Miller.

I know you said there would be side effects, but I need to see you. I would like to come in for an appointment as soon as possible.

(MORE)

64 CONTINUED:

64

ROSE (CONT'D)

I've been having vivid nightmares and stomach pains. I'd feel much better if you could take a look to make sure everything is healing the way it's supposed to. Maybe I should be taking less or more of something? Thank you so much.

CUT TO:

65 OMITTED

65

66 EXT. HOSPITAL - NIGHT

66

A quiet night at the hospital.

CUT TO:

67 INT. HOSPITAL, NURSES STATION - NIGHT

67

After hours at the hospital. In this wing most patients are recuperating and resting so it's very vacant at this hour and silent.

A single staff member, NURSE DANA (30s), sits alone at the nursing station going over paper work.

There's a quiet sound. Dana looks up from her work, unsure if she's heard anything.

After a beat, satisfied, she goes back to her work. Another sound. This time louder. Dana stops and listens.

Another softer sound. This prompts Dana to get up and investigate. She looks around. There's no one around. She looks around for anyone.

NURSE DANA

Excuse me?

Another noise.

NURSE DANA (CONT'D)

Hello?

She turns, trying to find the source of the sounds. Dana begins to check the rooms, pausing to see if there are any awake patients.

A loud noise startles her. She turns towards the source. It's from down the hallway. She approaches carefully, listening intently. She pauses outside a room.

Another sound. She jumps. Calming herself she enters the room.

CUT TO:

68 INT. HOSPITAL, PRIVATE ROOM - NIGHT

68

Dana enters the room. It's dimly lit to allow the patients to sleep.

She stops, noticing the bed.

It's empty. IVs have been pulled out and bloody bandages are in the bed.

NURSE DANA

Mr. Taylor?

She starts looking around in a panic. She finds Trent with his back turned in the bathroom.

He's staring into the mirror, but his reflection is hidden behind him.

NURSE DANA (CONT'D)

Oh, Mr. Taylor. You shouldn't be up. You've just had reconstructive surgery.

She approaches him.

There are spots of blood along the floor leading into the en suite bathroom.

NURSE DANA (CONT'D)

It's too early to remove your bandages. There's still a lot of swelling. What you're seeing isn't reflective of the results you should be expecting.

Trent is breathing hard and pawing at his face. It's unclear what he's doing or if he's sobbing.

NURSE DANA (CONT'D)

Let me help you back into bed, Mr. Taylor.

Dana sees that there is more blood in the sink and against the mirror. Blood drips from his face.

She reaches out and places a hand on his shoulder.

NURSE DANA (CONT'D)

It's okay...

Inside the sink she sees a piece of torn flesh drop into the sink.

NURSE DANA (CONT'D)

Oh my G--

BAM!!

68 CONTINUED:

68

Trent whips around and faces her.

Part of the grafted skin on Trent's face has been torn off on one side exposing the muscle and teeth under the skin. He's covered in his own blood. He looks crazed. His eyes are wild.

Dana screams as Trent grabs her. She struggles to push him away as he tries to bite her. She pushes his face away. He bites into her hand, biting off two of her fingers!

Dana screams in horror. The nurse pulls herself free and falls onto the ground. Trent spits her severed fingers onto the floor. She tries to scramble back to her feet but he's already on top of her.

Trent jumps on top of the nurse and bites at her face. She holds him back as best she can. Her injured hands sprays blood all over. Trent grabs hold of her injured hand and squeezes hard. She screams.

Trent smashes the back of Dana's head into the ground. Again and again and again. She struggles desperately against him.

TWO ORDERLIES rush in and pull Trent off of Dana. As they pull him off, Trent growls and bites at the orderlies. They get splattered with blood and growl from his snapping jaws. They step back, disgusted, wiping it away.

Trent whips around wildly and bites Orderly 2 in the arm. Then Orderly 1 punches Trent square in the jaw and pins his arms behind his back. Trent twists around violently. He growls.

Orderly 2 checks on the nurse. She chokes up blood. She's alive!

NURSE DANA (CONT'D)

He bit me...

CRACK!!

Trent brings the back of his skull down on Orderly 1's nose!

He lets Trent go, holding his nose as it gushes blood. Trent rushes to the window.

SMASH!!

He puts his fist right through it, cutting up his hand pretty badly in the process. Trent starts to try to climb out. They are not on ground level. Nowhere near.

He climbs through holding onto the glass, but not caring or realizing that it's slicing into him.

The Orderlies rush him. Orderly 1 grabs Trent just as he's about to fall out the window yanking him back in.

68 CONTINUED: (2)

68

Trent turns and spits blood in his face. The first orderly recoils, wiping the blood from his face, but he's gotten it everywhere.

Instinctively, Orderly 1 lets go of Trent causing him to go falling backwards out the window. Orderly 2 grabs for Trent but just misses him.

CRACK.

Trent hits the concrete outside.

CUT TO:

69 INT. BURROUGHS CLINIC, PRIVATE ROOM - MORNING

69

Rose is in an examination room with Dr. Burroughs examining her mouth and throat.

BURROUGHS

You did the right thing coming in.
Tell me more about the meat cravings.

ROSE

It's not just the meat. It's the blood. There's something about it.

BURROUGHS

It's not uncommon for patients to report changes in their tastes post surgery. A side effect of the anesthesia. Things don't taste the same. You crave things you've never eaten before. How's your appetite?

ROSE

I can't keep anything down. I'm hungry all the time. I get these terrible stomach pains and when the pain is too much, that's when the hallucinations start. I see myself --

CUT TO:

70 INT. BILLY'S CAR, PARKING LOT - NIGHT

70

Billy lies in the back seat. There are unique circular bite marks around his mouth.

His eyes are glassy and unfocused. He breathes like a fish out of water, gasping. Blood gushes from his gaping mouth, down his throat. He looks sedated. Drugged and dazed.

CUT TO:

71 INT. BURROUGHS CLINIC, PRIVATE ROOM - MORNING

71

Rose stares off deep in thought, struggling to remember something.

BURROUGHS
Miss Miller?

ROSE
...I'm drinking blood.

BURROUGHS
(unwavering)
You're dreaming. I know it feels real, but there is much of dreams we don't understand. It's the time the mind takes to heal.

ROSE
I'm dreaming while I'm awake? Why am I dreaming about drinking blood?

BURROUGHS
People who dream of drinking blood have unfulfilled yearnings. It's tied to the guilt of desire.

ROSE
I don't feel guilty.

BURROUGHS
Are you in control of the dream? Or is the dream in control of you?

Burroughs continues his examination by tying off Rose's arm and taking blood. She watches her blood travel down from her arm into a series of sample vials. Even the sight of it is captivating.

ROSE
(considering)
Sometimes I'm in control. Sometimes it's like I'm watching myself. Like I'm still me, but I'm someone else.

BURROUGHS
You've survived a terrible accident and had extensive reconstructive surgery. You've undergone a tremendous transformation, but you're still hanging onto who you were. That's why you feel out of control. The depersonalization will end when you embrace this new identity.

ROSE
With these waking nightmares, these...

71 CONTINUED:

71

BURROUGHS
(firmly)
Hallucinations.

ROSE
...I just feel like I'm becoming a
monster.

BURROUGHS
I'm sorry to disappoint you. Your
monster is psychological, as most
monsters are. It's your own creation.
You don't recognize yourself in the
mirror. You see this monster.

Burroughs finishes taking her blood.

BURROUGHS (CONT'D)
It's all part of the healing process.
Physically you're in optimal
condition.
Don't miss any doses of your fluids.
We're having them sent directly to
your home now. Very important to
take your evening simple proteins as
well. You've only started taking
your medication. Your symptoms will
subside as your body adjusts.
The beginning of any treatment is
the most difficult time to get
through.

ROSE
When will this feeling of
disassociation end? When will I
feel like me again?

BURROUGHS
That's up to you. We see what we
want to see. Some things the mind
refuses to see. We're the creators
of our own realities, Rose, and the
editors of them as well.

CUT TO:

72 INT. DESIGN STUDIO, MAIN FLOOR - DAY

72

Rose is getting in late from her appointment at the Burroughs
Clinic.

She makes a bee line for her work area, keeping her head
down, not wanting to get caught late. Again.

Rose drops her things on her work area. Sketches fall out
of her portfolio. Gunter appears beside her.

72 CONTINUED:

72

GUNTER
Excuse me, Miss Miller.

Rose turns.

ROSE
I'm sorry, Gunter. I-

He moves past her and examines the sketches

GUNTER
Who drew these? You?

ROSE
Yes.

Gunter flips through them. They're bold, sexy, and frightening.

GUNTER
Why have you not shown me these before?

ROSE
They're something new I've been getting ready to show you.

GUNTER
I would say these are ready. These are the women we dress.

ROSE
Really? Thank you. Wait, are you serious? Or is this Shadenfreude?

Gunter picks up her nightmare gown sketch. He's entranced by it.

GUNTER
Nein, this is Shadenfreude.

ROSE
My sketches?

GUNTER
For my collection. I want you to design and build this one with me.

ROSE
Yes! I mean, that would be amazing, thank you! Gunter, thank you so much for this opportunity, I will not let you down.

GUNTER
These designs capture the essence of the collection. The Dark Night of the Soul.

(MORE)

72 CONTINUED: (2)

72

GUNTER (CONT'D)
What is the face we show no one? Who
are we when no one's watching?

CUT TO:

73 INT. HOSPITAL - DAY

73

A DISTINGUISHED GENTLEMAN, DR. COLIN RILEY (40s), takes in
the scene, waiting patiently.

There is a hectic din from behind the curtains that suggest
something is off.

TWO POLICE OFFICERS stand by the door. Riley watches them,
wondering why their presence is required.

DR. BEVERLY (O.S.)
Dr. Riley?

DR. RILEY
Yes?

Riley turns and sees private physician, DR. BEVERLY (30s).
They shake hands.

DR. BEVERLY
Dr. Beverly. We spoke on the phone.

Dr. Beverly leads Dr. Riley down the hallway.

DR. BEVERLY (CONT'D)
I really appreciate the CDC coming
in as quickly as you did for this.

DR. RILEY
I only wish we had been made aware
of the situation sooner. Are you
sure it's rabies?

DR. BEVERLY
It was very difficult to diagnose.
It seems to be a mutated, hyperactive
strain. And it's extremely
aggressive. We have no idea what
started it. All we have is what we
believe is the first reported case,
Dominic Danvers.

DR. RILEY
How is his current condition?

DR. BEVERLY
Not good.

Beverly takes Riley to a private room.

CUT TO:

74 INT. HOSPITAL, PRIVATE ROOM - DAY 74

The room has the blinds drawn. It's dimly lit. Something can be heard moaning and gagging.

Riley enters with Beverly, both putting on masks. He stops, seeing the origin of the noise. He approaches. He's taken back by what he's seeing.

Dominic is strapped to a hospital bed. His wrists and ankles are tied to the bars at the sides. His condition has seriously deteriorated since we've seen him last.

He jerks around in bed looking crazed. He's salivating.

Riley steps in bedside and watches Dominic. Dominic twists and fights against the restraints. He looks like he's possessed.

DR. RILEY
We need to find what bit him.

CUT TO:

75 INT. DESIGN STUDIO, ROSE'S WORK AREA - DAY 75

Rose is working on her designs for Gunter's show. She is picking fabrics - they are deep, shimmering red materials & straps of leather. She no longer seems to care if she's using leather.

She's so focused on her work that she doesn't notice Brad coming over to her. He watches her carefully as he gets her attention.

BRAD
Are you still avoiding me?

ROSE
No, I've just been really busy and having a few little health concerns.

BRAD
Really? Are you feeling ok?

ROSE
Yeah, totally fine. I just came back from the clinic.

BRAD
Burroughs?

ROSE
Yeah.

BRAD
And he said?

75 CONTINUED:

75

ROSE
I have to give it more time.

BRAD
Oh. Did he say anything else?

ROSE
That I need to remember to eat.

BRAD
Does that mean you'll let me take
you out to dinner?

ROSE
I walked into that, didn't I?

BRAD
That's not why I'm asking. There's
something I need to talk to you about.

Rose's stomach growls.

BRAD (CONT'D)
You need to eat, right?

CUT TO:

76 INT. CAFE - NIGHT

76

Rose and Brad sit at the window seated across from one
another.

He's nervous about something. He keeps looking at her mouth.
In another situation, it might seem romantic, but Rose doesn't
really want anyone looking at her mouth right now.

BRAD
How's your appetite?

ROSE
Insatiable. I'm hungry all the time
but the only thing I've been able to
keep down are the protein recovery
drinks from the clinic.

Rose takes a look at her menu, starving, but unsure of what
she can eat.

BRAD
Then let's get you fed. What looks
good?

ROSE
My stomach's been a bit screwy since
the surgery.

BRAD
Is that what you went to the clinic
about?

76 CONTINUED:

76

ROSE

Yes, that and I haven't been having the greatest nights.

BRAD

How do you mean?

ROSE

Bad sleep that makes it feel like I'm getting no sleep. And these stupid nightmares. Probably because of the accident.

BRAD

You've been having nightmares?

ROSE

Yeah, only it feels like I'm awake when I'm having them. Like, they're so real.

BRAD

Is that what it's been like?

ROSE

No. I'm just tired. I don't know what I'm saying. I'm fine, Brad. Really. I appreciate you asking, but you don't have to feel sorry for me.

BRAD

I don't. I care about you, Rose.

ROSE

You do?

Brad reaches out and runs his hand along Rose's jaw. He examines her intently and she misreads this as attraction. She pulls away, uncomfortable with the intimacy.

BRAD

There's something I need to talk to you about.

ROSE

Uh oh.

BRAD

No, it's important. I'm sorry I didn't--

Rose bites her lip but feels a sharp pinch. A drip of blood drops from her lip onto the table, she moves back in pain.

ROSE

...Ouch. Oh, shit.

76 CONTINUED: (2)

76

BRAD

Are you okay?

ROSE

Yeah, I bit my tongue. I'll be right back. Sorry. Please order for me.

Brad watches her go with concern. He wants to say more, but he's conflicted.

Rose moves through the restaurant to the women's washroom. She tries to maintain her composure, but she's suddenly very aware that everyone in the restaurant is filled with blood. It's like she can hear their heart beats pounding in her ears.

People are watching a news show that is showing an in memorium of several cast and crew members of the soap drama, Major Medical. Rose freezes seeing a photo of Dominic Danvers on the screen.

NEWSCASTER (O.S.)

A tragic time for tinseltown today as day time television says good bye to many members of the cast and crew of Major Medical who have been hit with a deadly virus.

We have just learned that long time cast member and fan favorite Dominic Danvers is among the deceased. While the show hasn't issued a public statement, our sources have revealed the outbreak is believed to have originated in Sun Vista Studios where the show is filmed. Police are still investigating at this time.

Rose is overwhelmed. She doesn't know how to feel about this. She just wants to get out of there. Rose continues with renewed vigor towards the washroom--

SMASH!!

She bumps into a waiter (30s), sending a glass of red wine falling and shattering on the floor, staining it red.

ROSE

Sorry! So sorry!

Rose rushes down to the washroom area and steps inside -

CUT TO:

77 INT. CAFE, BATHROOM - CONTINUOUS

77

Rose steps into the bathroom. As she locks the doors, the bright lights come on.

77 CONTINUED:

77

She leans over the sink, staring at her reflection. Another growl and stomach pain sends her against the wall. There's another wave of pain before she can regain her bearings.

Rose looks in the mirror. There's something wrong in her mouth. She tongues the inside of her lips with growing concern --

~~Rose reaches onto the bottom of her lip and pulls it down to reveal rows of sharp tiny teeth. She raises her tongue beneath it, a sharp stinger slowly moves out. The tip of the stinger has some kind of liquid in it.~~

She stares in horror at her mouth. Her stomach growls loudly.

Rose is horrified. She pulls herself together.

CUT TO:

78 INT. CAFE MOMENTS LATER

78

Brad looks out the window at the people on the street as he waits for Rose. A disgruntled man - Billy - storms down the street. He is moving closer to the window.

Rose appears back at the table avoiding Brad's glance, she starts grabbing her jacket and her purse.

ROSE

I m so sorry, Brad. I have to go

BRAD

What? Are you alright? Was it something I said?

ROSE

No. I'm not feeling so well. I need to get home.

BRAD

I'll go with you.

ROSE

No, stay. You eat. I'll be fine.

BRAD

I'll drive you home

ROSE

No, really, I'm fine!

BRAD

Rose, please. I can't just let you--

--CRASH!--

Suddenly, ~~the stinger~~ the stinger ~~through the window~~ Brad, Rose, and restaurant patrons move back. This close, it is revealed that his face is contorted, his mouth is foaming.

78 CONTINUED:

78

Rose is in shock as she recognizes him from the other night. Brad grabs onto her and pulls her away from Billy to safety.

BRAD (CONT'D)
Hey, buddy. Take it easy!

Billy lunges at Brad, who moves back placing himself protectively between him and Rose. Brad stares down the rabid man.

BRAD (CONT'D)
What the fuck?

Billy rushes Brad who skillfully moves out of the way. The other patrons get up, Rose takes this opportunity to run away.

A SCARED MAN (40s) running out gets too close to Billy and gets bitten in the throat. Blood sprays out. People scream.

Brad grabs a fire extinguisher and smashes Billy in the face, over and over. He doesn't get back up. Brad looks for his date.

BRAD (CONT'D)
Rose?

Rose is nowhere to be seen. Frantic patrons shove to get a good look.

CUT TO:

79 EXT. STREET - NIGHT

79

Rose hurries down the street, the excitement from before having an affect on her transformation.

She looks in a store window to see her reflection. In the window she can make out that her mouth has mutated more-so in a way that expands out of her mouth.

She panics and takes out her phone to call someone, but she drops it from the sudden pain.

Another loud growl that causes her to lean against a wall to steady herself. She brings her hands to her face to hide her appearance.

A CONCERNED MAN (40s) walks over to check on her.

CONCERNED MAN
Miss? Are you ok?

Rose hides her face. She waves for him to get away from her.

79 CONTINUED:

79

CONCERNED MAN (CONT'D)
Did someone hurt you? You know, you
shouldn't be out here by yourself
this late at night.

Rose turns into a darkened alley. The man follows after her
until they hit a dead end.

CONCERNED MAN (CONT'D)
It's okay. I'm not gonna hurt you.

He reaches out and carefully places his hand on her shoulder.

She brings her hands down from her face and turns to face
the man, revealing her jaws which have expanded into long
slits in the sides of her mouth with even more teeth. Her
face is monstrous and appallingly godawful.

The man tries to scream as the jaws suddenly open and snap
shut on his face with a sickening wet crunch.

CUT TO:

80 INT. HOSPITAL, RABIES QUARANTINE - DAY

80

Strapped down to a bed, Nurse Dana lies with her eyes rolling
around in her head, foaming at the mouth, and panting.

She twists and struggles against her restraints growling and
moaning. It looks like she could be possessed. Riley checks
her vitals.

DR. RILEY

The virus compromises the nervous
system causing the brain to misfire
its signals driving the victim
effectively insane. It puts them in
a rage causing violent, erratic
behavior. Those infected are a danger
to themselves and others.

A crowded quarantine ward has been set up at the hospital.
Medical staff is attending to the patients. They're showing
flu symptoms. A man tries to drink a cup of water, but just
keeps spitting it back up.

DR. BEVERLY
What can we do? Poor Nurse Dana.

DR. RILEY
This is not Dana anymore. We must
vaccinate anyone without an advanced
case. Isolate those showing symptoms.
We've seen some showing incubation
periods as little as 48 hours already.

DR. BEVERLY
How is that possible?

80 CONTINUED:

80

DR. RILEY

Unknown, but with a mutated strain of the virus that can incubate in 48 hours, possibly even less, we could be facing an epidemic unlike we've ever seen.

DR. BEVERLY

What about the infected showing symptoms?

DR. RILEY

Keep them comfortable. Until they terminate. And keep them out of view. We don't want to cause mass hysteria.

A NURSE vaccinates a young boy by injecting the long needle into her stomach. It looks painful. His sister stands by with growing concern.

DR. RILEY (CONT'D)

He'll have some painful procedures ahead of him, but he won't have rabies. With a strain of the virus this aggressive we need to take some aggressive measures.

DR. BEVERLY

What could have caused the outbreak? How could this happen here?

A group of patients are being checked and vaccinated. A YOUNG MOTHER (20s) waits and nervously fusses over her baby who just cries and cries. The mother starts to breast feed her baby. It stops screaming.

DR. RILEY

People can spread the virus without realizing. The rabies virus is contracted through the saliva. It spreads like an STD. For this many people to have contracted the virus and have no common link is impossible. Something is linking these people together.

DR. BEVERLY

You think this is an infected human?

DR. RILEY

Whatever this is it's definitely not human. I think it's something that has come in close contact with a lot of people. And if we don't stop it, it's gonna come in contact with a lot more.

(MORE)

80 CONTINUED: (2)

80

DR. RILEY (CONT'D)

I want all local wildlife trapped and tested. All carriers must be destroyed.

Dr. Beverly checks on other patients with Dr. Riley following.

DR. BEVERLY

We're issuing a public health warning.

DR. RILEY

When this hits the news, people are going to panic. We need to quarantine the infected and stop this from spreading outside of the city. Rabies is already one of the deadliest viruses known to man. A mutated strain of the virus could take out all civilization if we don't contain it! I need an autopsy on Dominic Danvers before --

--The mother screams! Blood runs down her open blouse.

She pulls back her baby to reveal that her nipple has been bitten off. All that's left is a circular bleeding wound.

Chaos explodes as a RABID MAN DRESSED LIKE SANTA CLAUS bursts free from his restraints. He's massive and starts thrashing about. All havoc breaks loose as patients and medical staff hurry to clear away.

Police officers rush forward.

DR. RILEY (CONT'D)

No, wait--

The officers open fire on the man. Needless force. The man's body is shot up and collapses as onlookers scream.

Dr. Riley rushes in to restore order.

DR. RILEY (CONT'D)

Lower your weapons! This is a hospital! That man was sick. He came here for help.

OFFICER

We've been authorized to use lethal force to contain the virus. He was exhibiting symptoms. He was already beyond your help.

Riley stares at the body. A tragedy that could've been prevented.

80 CONTINUED: (3)

80

The police begin to get control of the panicking patients. It's a grim sign of the hysteria to come when the news goes public with the outbreak.

CUT TO:

81 INT. CHELSEA'S CHIC APARTMENT, ROSE'S ROOM - MORNING

81

Rose wakes up in bed, she looks around to regain her composure. How did she get home last night? She's changed into a tank top and underwear, her usual sleeping attire. Her cell phone is beside her bed. But how did she get home?

Rose sits up in bed, she's losing it. She grabs her phone and dials Burroughs' number. It rings and rings until she gets a voice mailbox.

She doesn't leave a message.

She opens her compact and carefully checks her mouth.

Nothing out of the ordinary. She checks herself, her bed for blood.

CUT TO:

81A INT. CHELSEA'S CHIC APARTMENT, KITCHEN - MORNING

81A

Rose grabs a canister & starts to down it quickly. She opens a second one, but fumbles, causing it to hit the floor.

Rose leans down to examine the liquid and it looks like blood. Is it actually blood or is she just seeing things? It looks like blood. She cleans it up.

The TV is on mute, but there's more images of the rabies outbreak and dogs being destroyed.

She considers taking her pills, but this is too much. Maybe she needs a break to clear her head?

She puts them in her purse, just in case.

81B OMITTED
THRU
8281B*
THRU
82

83 INT. DESIGN STUDIO, MAIN FLOOR - AFTERNOON

83 *

Gunter watches a line of models walk in front of him. Each is wearing one of the pieces from his Shadenfruede Collection. Each dress is in different stages of completion.

GUNTER

'Life engenders life. Energy creates energy. It is by spending oneself that one becomes rich.' You must push all your limits until there is nothing left. We are not dying for fashion, this fashion is to die for.

Chelsea is in one of Rose's designs as Rose makes the final touches on the piece. Despite what she's going through, Rose is staying focused on her big opportunity.

Her attention is taken by the news on a nearby tv: it's a full expose on the rabies outbreak. It shows rabies vaccine points being put up all around the city as a safety measure.

Rose looks away, she catches Brad's gaze from across the room. He's staring at her.

He tries to get her attention but she turns her attention back to her work.

Once a model passes Gunter's inspection, they are sent over to Brad for detailed shots. Brad keeps looking over at Rose.

CHELSEA

What's with you and Brad?

ROSE

Nothing. We went on a date. My stomach got upset, I had to leave.

CHELSEA

You went on a date with Brad and you didn't tell me? What else are you hiding from me?

ROSE

(confiding)

This crazy guy smashed right through the window. I think he had rabies.

83 CONTINUED:

83

CHELSEA

Oh my God, Rose, are kidding me?
Why did you come in today?

ROSE

I don't want to fuck up my first big
opportunity.

83 CONTINUED: (2)

83

CHELSEA

Ok. Heads up. Brad's coming over.
You want me to stay here?

ROSE

No, you can go. Thank you.

Brad crosses over to Rose. Chelsea goes and stands alongside the other models, awaiting Gunter's inspection.

Rose avoids Brad's glance.

BRAD

Rose, hey, we should talk about what happened. It looked like you knew that guy.

ROSE

I was scared. I'd never seen anything like that before in my life. Were you ok? What happened?

BRAD

It got taken care. Listen, can we talk?

ROSE

I'm working right now. I'm sorry about last night. These meds have got me all messed up. How did I get home?

BRAD

I took you. You don't remember?

ROSE

No. But, thank you. I must've been really out of it.

BRAD

Rose, I know what's going on with you. You need to go back to the Burroughs Clinic.

ROSE

Nothing is going on with me. I've been back to the Burroughs Clinic. I'm fine.

BRAD

Rose, you're not fine. I want to help you. We both know something isn't right. I can take you.

ROSE

I'll go after the show. I promise.
(MORE)

83 CONTINUED: (3)

83

ROSE (CONT'D)
(confiding)
Really, right now isn't a good time
to talk about this.

BRAD
This is more important.

ROSE
No! It can wait. This is important.

GUNTER (O.S.)
Rose! Come here please, I am waiting
on you.

Rose gets up and hurries over. She takes her place by his side, nervous. The male models check her out.

A few of the females, including Chelsea, look jealous to share the spotlight.

ROSE
Yes, Gunter?

GUNTER
Rose. What do you see?

Rose steps over to Chelsea in her dress. Still a work in progress but eerily striking.

ROSE
It's... good.

GUNTER
But what? Tell me. Better yet,
show me.

Rose walks over to Chelsea, taking pins in hand and a little chalk marker in the other. The pins and chalk don't seem right. She tosses them aside.

She eyes up the dress, it's similar to the one from her nightmare, but not quite. Rose grabs onto the material and rips and tears it. Material falls, leaving behind a frayed edges and a much shorter hemline.

Gunter seems impressed. Rose steps back, examining her work.

GUNTER (CONT'D)
That is couture.

Gunter gestures to Chelsea.

GUNTER (CONT'D)
Chelsea, once more please.

Chelsea shows her walk again in the modified dress. The dress moves beautifully on her.

83 CONTINUED: (4)

83

Rose watches at Gunter's side. She watches, straining, to get a read on his reaction but he gives away no hint of what he's thinking.

GUNTER (CONT'D)
The rest, please. Line up.

The models take their places. Gunter examines them carefully. He walks up and down the line of them. He pauses at Rose's dress on Chelsea.

GUNTER (CONT'D)
This one will close the show on Chelsea.

CHELSEA
Close the show? You mean me? I mean us?

ROSE
Yes?

GUNTER
Yes.

Chelsea is elated. She gets to close the show. Gunter takes Rose aside.

GUNTER (CONT'D)
Very impressive work. Keep impressing me and your own line isn't out of the question.

Chelsea and Rose celebrate together - this is huge for both of them.

CUT TO:

84 OMITTED
AND
85

84
AND
85

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300
81.

83 CONTINUED: (7)

83

CUT TO: *

86 OMITTED

86

87 INT. FASHION SHOW VENUE - EVENING

87

Banners with the name SHADENFREUDE followed by the tag-line 'Who's Laughing Now?' Over images of the new line hung throughout the futuristic stage.

Beautiful high fashion celebs stalk down the red carpet to an explosion of flashes from an onslaught of reporters and photographers.

A glammed up interviewer, STELLA (40s) has set up with Gunter who is stylishly dressed in a futurist black ensemble. He waits impatiently as though he's late and this is an inconvenience.

STELLA

Gunter, your Shadenfreude Collection has already been the subject of much controversy which you're no stranger to. What do you say to your critics who say premiering your line during a public health crisis is a tasteless publicity stunt?

GUNTER

Fashion has never stopped because of anything, Stella. We are no stranger to public health crises. I've lost people to AIDS, what the fuck is this? Some head cold. Learn to talk about fashion this is not Dateline, hackfresse.

CUT TO:

88 INT. FASHION SHOW VENUE, BACKSTAGE DRESSING ROOM - CONTINUOUS

88

An explosion of commotion. Models are getting into outfits, being pinned and sewn in. Make up is being applied with surgical precision. Hair is sculpted into art.

Everything is a frenzy. Girls are drinking and smoking e-cigarettes backstage.

One girl, a MICHELLE (30s) routinely cuts lines of coke on a small mirror.

As girls are put in their looks, their mirrors display the hand drawn sketches of their outfits. Rose's sketch of Chelsea sits against a vacant mirror. Lights not even on.

Rose rushes over. It's chaos backstage but you wouldn't know it by looking at her.

She deflates seeing Chelsea isn't here yet. She stops the cocaine blond rushing by.

88 CONTINUED:

88

ROSE

Hey, excuse me. Did you see Chels
come in already? I can't find her.

MICHELLE

Who?

ROSE

Nevermind.

Rose heads away searching through the crowd for Chelsea.
Her phone rings, it says BURROUGHS. She answers -

ROSE (CONT'D)

Hello?

BURROUGHS (O.S.)

Hello, Rose. This is Dr Burroughs.
I'm returning your call. I'm looking
over your results from when you were
in last.

I think you should come back into
the Clinic for an extended stay, I'm
afraid. Nothing serious, but just
to err on the side of caution. Can
you come in tonight?

ROSE

I can't tonight. I can come in
tomorrow.

She makes sure her piece is on standby, ready to go - it
looks perfect. Ready for the show.

BURROUGHS (O.S.)

Good. That should be soon enough.
Try not to push yourself, the results
may prove to be upsetting.

Rose looks for a quieter place and heads behind the scenes
behind the staging area.

ROSE

I won't. Thank you.

She disappears backstage, phone to her ear. Pan back across
the sea of beautiful people getting into their looks.

Chelsea has entered the room. Chelsea looks rough, like
she's been crying. She also has a quiet look of
determination.

KIRA (O.S.)

Oh my God, CHELS. What *happened*?

A stunning statuesque model, KIRA (20s) drapes her arms around
Chelsea in a bear hug. Chels hugs her back and tries to
maintain her composure.

88 CONTINUED: (2)

88

As she starts to break down, her friend passes her a glass of champagne. Chelsea takes a huge sip, but can't keep it down. She turns away as she spits the champagne back up into the glass before handing it back.

CHELSEA

I had a hard time getting to the show. Like I hate this country, you know what I mean!?

She grabs another glass of champagne - her hand is wrapped stylishly in a scarf. She takes a big gulp, trying to drink again, but fails again. She spits it up again and places the glass down. As soon as the glass is down someone picks it up and finishes it.

KIRA

Chels, are you ok, darling? What the fuck happened to your hand?

CHELSEA

Traffic was gridlock so I took the subway and this lady just went insane! She fucking bit me. The cops shot her.

KIRA

Why is my life so boring? You look fucked up. You sure you're ok to walk tonight?

CHELSEA

Yes. I am. I am fine. Sorry. I just didn't know it would be this hard.

KIRA

What's hard, sweetheart? Being beautiful? Closing the show? Give me your problems.

Kira takes Chelsea's glass and takes a big swig as she walks away. No love lost.

Chelsea sits in the moment. She looks around at her co-workers that have no idea that she is infected. She sees them bitchily talk about her and give her the side eye.

MICHELLE

She looks like she came from a bukkakae, but I'm convinced that's her look.

KIRA

Do some more coke, Michelle. It's doing wonders for that already glowing personality.

88 CONTINUED: (3)

88

A surge of pain causes Chelsea to grab her stomach, she's sweating, she's also not missing her big finale.

Kira moves through the room, kissing models. She passes her glass off to someone else, who in turn passes it to another, and the virus moves through saliva easily through the group.

Chelsea plants herself down in front of her mirror. Makeup artists start to get to work.

Chelsea unwraps her hand and looks at the bite wound.

FLASH.

The mirror turns on. Wet wipes clean the mascara stains underneath her eyes and generally freshen her up. A stylist gets to work on her hair.

They hand her a glass of water. She tries to drink it, but spits it back up. She waves it off and it is instantly taken away.

Chelsea looks like she could kill someone right now which is exactly how most of the other models look, so no one suspects a thing.

CUT TO:

89 EXT. FASHION SHOW VENUE BACK ALLEY - NIGHT

89

Rose pushes open the back exit and leans against it. Her cell phone is still against her ear. A dial tone is heard.

The phone picks up.

ROSE

Chels? Where are y--

VOICEMAIL

The voicemail box belonging to Chelsea Cottrell is full.

ROSE

Shit!

Rose starts to dial again when she drops her phone from a shooting pain up her arm. She falls against the door, effectively locking herself out. She's in too much pain to make it her main concern.

Rose feels up her side trying to trace where the pain is coming from. She falls to the ground. Her purse falls, sending her pills across the ground.

The pain is unbearable, but she is losing her mind with these hallucinations, she needs to know what is happening.

89 CONTINUED:

89

Rose grabs onto her left shoulder and screams. The music from the venue is pumping so loud, no one notices. A couple smokes near the entrance to the alley, lingering close to almost seeing her.

She brings her hand shakily back from her arm and notices blood. Another jolt of pain makes her scream again as she twists on the ground.

The smokers did hear that and they are coming into the alley to investigate.

SMOKER

Did you hear that?

They see a woman on the ground and hurry over. One guy gets out his phone and starts filming her.

ROSE

(pained)

Help me. Please.

Rose tries to get to her feet, but the pain is too great. She looks up at the men, her lips are swelling, the top row of teeth are visible.

FILMING GUY

What the fuck is wrong with that bitch?

Rose lifts her left arm to reach for them - without warning - a tentacle shoots out from under Rose's armpit, striking the smoker without the camera in the throat. The end of the tentacle has a sharp thorn that makes a wet, popping sound as it pulls out of his flesh.

The smoker drops to his knees and to the ground as the poison takes effect. He starts to foam at the mouth as his body spasms on the ground.

The filming guy gets smashed in the face by Brad's fist. He pulls the phone out of the guy's hand and proceeds to beat him unconscious.

Brad hurries over to Rose, he holds her fur coat out to block the tentacle and wrap her up. Rose is out of it.

She keeps grabbing at Brad, but he's able to maneuver out of her grasp. He grabs a syringe from his coat and injects her.

Rose goes limp. Brad picks her up.

CUT TO:

90 INT. FASHION SHOW VENUE, BACKSTAGE PRIVATE ROOM - MOMENTS
LATER

90

Rose is leaned up against a corner in the room. It's dimly lit. Her coat is wrapped around her, the tentacle from under her armpit is already shriveling and moving back up.

FLASH.

Brad opens the inside of her coat and gets shots of the spiked end as it moves up and shrinks. He is wearing medical gloves. He lifts Rose's limp arm to get a better shot..

FLASH.

The tip of the thorn disappears inside the weeping orifice and soon the orifice itself is closing up.

FLASH.

Brad holds Rose's face with one hand on her jaw to get photos of the inside of her mouth.

FLASH.

The rows of different shaped sharp teeth inside her lips are retracting as the lips swelling goes down.

FLASH.

Rose looks like Rose again. She looks absolutely ravishing as she lays there unconscious.

CUT TO:

91 INT. FASHION SHOW VENUE, BACKSTAGE DRESSING ROOM - LATER

91

LOUD music plays.

Rose sits up, she sees herself in a mirror - she looks unnatural. A scampering model interrupts her train of thought as she rushes out of the room.

Rose takes in her surroundings. She doesn't know what just happened, but she needs to find Chelsea, the show is already under way.

She gets to her feet and starts moving through the backstage area.

Models, stylists, sewers, people with hot glue guns, scenesters with no real purpose - everyone is there and it's pretty evident that some people are already showing the sweating and irritability of this rabies virus.

91 CONTINUED:

91

STYLIST WITH GLUE GUN

I've seen bead work by ten year olds
that would put this... put this..
THIS... back on the.. Seam work
here is PUT!

MICHELLE

Why is it so fucking hot in here?!
My outfit is see-through and I'm
still dying.

Michelle tries to drink water but gags it out. She tries
again, but fails.

There are so many flashes backstage, it's hard to keep track
of which camera the flashes are coming from. Some people
are very sensitive to the light.

Behind her, stylists finish dressing Chelsea. She's a
distance away, we can't make her out, but they are putting
the cage head piece over her head.

Rose turns - finally seeing Chelsea. She moves towards her,
but gets her way blocked. Chelsea is lined up to go out
onto the stage.

ROSE

Shit.

Rose heads after her. Brad grabs Rose. She jumps.

BRAD

Rose, what are you doing up?

ROSE

Brad, what happened?

BRAD

You fainted in the alley. We need
to get you out of here.

ROSE

Wait, what? Relax. I'm fine.
I've been under a ton of pressure
and all I've been eating are those
protein shakes. I just need to eat
something.

BRAD

I was trying to find someone who had
a car so I could take you to the
Burroughs Clinic. I only brought my
bike tonight.

ROSE

I'm not going, Brad. I have an
appointment tomorrow morning. It
can wait.

91 CONTINUED: (2)

91

BRAD
No, it can't. Trust me.

Brad puts a coat and his arm around Rose. He starts to lead her in a direction, but she stops.

Loud music continues to blare. Base booms.

ROSE
I can't go yet! I need to see my dress close the show! Do you know how much I sacrificed for this?

BRAD
The show's not important, Rose. We need to get you to the doctor.

Rose pulls herself free.

ROSE
Not important? I've spent years working to have something I designed in a show like this. I'm not missing that.

Brad tries to stop her, but she isn't having it.

BRAD
Rose! Rose!! Fuck!

Rose races off. He rushes after her, but gets stuck behind a line of models.

CUT TO:

92 INT. FASHION SHOW VENUE, BACKSTAGE CURTAIN - CONTINUOUS

92

Rose rushes past towards the curtain exit to where all the models are lined up. Many of them are fanning themselves and looking sweaty. They are acting irritable.

Rose pushes past them into the dark towards the stage exit to get to her seat.

An arm grabs her!

Rose jumps and whips around to see--

--Chelsea. Dressed as her "monster".

Rose gasps and takes her in.

ROSE
Wow.

CHELSEA
I know, right? It's the best dress in the whole fucking collection.

92 CONTINUED:

92

ROSE

Chels. Where were you?

CHELSEA

Doesn't matter, I'm here now.

It's hard to see her well in the dim light, but Chelsea doesn't look like she's well. She has a sweat soaked glow about her.

CHELSEA (CONT'D)

Remember how much we used to dream of this? Me closing the show wearing one of your designs? Here we are. This is it. How's it feel?

ROSE

It doesn't feel real. None of this does. Are you sure you're alright?

CHELSEA

How couldn't I be? I wouldn't miss this for the world. You know how many girls would kill to be where we are? It's gonna be your line next, Rose. You're gonna be great.

ROSE

You're gonna be great.

CHELSEA

I'm closing the mother fucking show. I am great. Go. You don't wanna miss your big moment.

Rose wants to say more, but Chelsea's gone. Disappearing into the blackness backstage. Aurora rushes over.

AURORA

Rose - Gunter is asking for you!

Rose seems concerned for her friend, but the music changes signaling the final act of the show.

Rose bursts through the stage door.

CUT TO:

93 INT. FASHION SHOW VENUE WALKWAY - CONTINUOUS

93

The runway is spectacular. The entire showmanship of design for the show bleeds ferocity. It's a full house of high society's most fashionable elite.

All dressed in ensembles that cost a mortgage payment.

93 CONTINUED:

93

Gunter sits with an empty seat next to him. He, like everyone, is captivated by the elegant yet dangerous looking models as they stalk down the stage.

The models look very sweaty. But persevering. Whispers throughout the audience as they take notice that something feels off.

Rose sneaks through the crowd silently and slinks down next to Gunter. Brad emerges from the far end looking for her.

He catches sight of her and tries to wave her over. Rose shakes her head at him. Brad starts to head over. Rose ignores the dramatics. This is her moment.

A siren can be heard approaching.

A male model collapses on stage. A gasp passes over the audience. One lone cynic laughs. Shadenfreude personified.

The model brings himself back up and continues to exit the runway. Mixed reaction from the crowd. Some applause. Is this part of the show?

A scream from backstage. The audience is loving this. What is happening?

Brad crouches down next to Rose.

BRAD

(whispers)

Rose, can I talk to you for a moment please?

ROSE

(whispers)

Did you hear that? Is that part of the show?

BRAD

(whispers)

It's really important. I know what's going on. I know you're not feeling well.

Brad pulls her up and starts to lead her off to the side. Rose doesn't look happy. More screams and a din rises from backstage. The music goes off abruptly.

Approaching sirens can be heard more loudly now. Another scream. But from outside. People start to look around.

Everyone is on pins and needles. The models on the walkway stop. They look to Gunter to see what they should do. He looks pissed, but he's trying to keep his composure.

93 CONTINUED: (2)

93

The audience is all in hushed chatter. Heads shake, shoulders shrug, then a collective gasp as the back curtain falls down to reveal--

--Chelsea with a bloody mouth, blood staining her all over crimson. Rose freezes at the sight of her.

ROSE

Chels, no...

She tries to go toward her but Brad holds her arm tight.

Gunter gets to his feet. The crowd seems to not know how to react. One audience member stands and starts to applaud. More start to join in. They also start to laugh. Almost relieved. It's part of the show, right?

Chelsea begins to stomp down the runway. She shoves the first model, Kira, she passes off the stage and she plummets gracelessly onto onlookers. The other models on the stage start to rush off to get out of her war path.

GUNTER

Chelsea? Have you lost your mi--

Chelsea pounces on Gunter ripping his throat out and spraying blood on the audience still seated around them.

Everyone has decided this is no longer part of the show and now are up on their feet racing towards the doors. People knock people out of their way. It's every man and woman for themselves. People are getting trampled. Everyone's screaming.

People rip open the emergency exit door, everyone bottle necking to get out.

People in front stop short and start screaming. Those behind them push them out the door. Blood sprays back on them. Everyone backs up screaming.

We follow their gaze to reveal--

--The Smoker MUTATED!

A large mouth like opening, a hole in his neck causing his head to lean over to one side filled with rows of sharp jagged teeth.

The police have arrived outside.

People start screaming for them to save them. Shots are fired into the crowd at the creature.

Rose tries to get to Chelsea, breaking free of Brad. She tries to see her through the crowd but can't get a clear look at her.

93 CONTINUED: (3)

93

Brad grabs her around the waist and pulls her to safety.
Rose struggles hard in his arms.

ROSE

Let me GO!! Chelsea!!

BRAD

We gotta get the hell outta here.

Rose keeps struggling as he pulls her backstage through the chaos. She catches a final glimpse of Chelsea through the crowd, covered in blood. Chelsea turns to Rose and they make eye contact in one final moment as--

--BAM! BAM! BAM!

Bullets from the police rip through the crowd. Chelsea gets riddled with bullets. Rose is horrified.

ROSE

No!!!

Chaos erupts inside as Rose is dragged out of the building by Brad.

CUT TO:

94 EXT. FASHION SHOW VENUE BACK ALLEY - NIGHT

94

Brad and Rose burst through the doors. In the clear. No one's there, but you can hear screaming and panic from inside.

Rose is crying, she tries to go back into the building. Gun shots can be heard from within.

ROSE

We have to go back!

BRAD

There's nothing we can do. Rose, we need to get out of here.

ROSE

But, Chelsea--

BRAD

It's too late for her. I'm sorry Rose. We have to keep moving.

He leads her down the alley, out into the street.

CUT TO:

95 EXT. FASHION SHOW BACK LOT - CONTINUOUS

95

The back lot is mercifully vacant though sounds of all hell breaking loose are heard coming from all over town.

95 CONTINUED:

95

Brad leads Rose over to his motorcycle, it has two helmets which she makes note of. He hands her the helmet and puts his on.

He gets on the bike and nods for her to get on behind him. She sits on behind him, wrapping her arms around him tightly.

The engine roars alive and the pair speed out into the street.

A man screams helplessly outside of a parked car that seems to hold his wife who is hitting her head against the window to get out.

CUT TO:

96 EXT. BURROUGHS CLINIC - MORNING

96

It's early in the morning and they have arrived at the Burroughs Clinic.

Brad parks the bike, he helps Rose off. They leave the helmets and head into the clinic.

Brad puts his arm around her as he leads her into the building.

CUT TO:

97 INT. BURROUGHS CLINIC - MOMENTS LATER

97

The building is oddly quiet. Rose is composing herself as Brad moves them along.

Burroughs appears at the entrance to the hallway.

BURROUGHS

Miss Miller. I've heard you fainted and the hallucinations have become more upsetting.

ROSE

I feel like I'm losing my mind. Like my whole life is becoming some kind of horrible nightmare.

BRAD

I brought her in as fast as I could.

ROSE

Chelsea... I should have...

Brad comforts Rose.

Burroughs leads her down the hallway. The clinic is so peaceful - a stark contrast to the outside world.

BURROUGHS

You did the right thing, Mr Hart.

(MORE)

97 CONTINUED:

97

BURROUGHS (CONT'D)

Rose, I am terribly sorry about the stress you suffered outside of the facility. It was not my intention to rush anything.

BRAD

Things are way out of hand outside the facility, doctor.

BURROUGHS

Believe me when I tell you I have everything under control.

ROSE

Dr. Burroughs, I'm sick! That virus on the news... it feels like... I think it came from me. My best friend is dead. There was an outbreak at the show. She got infected. Things have been happening around me... These dreams... It's my fault, I know it. It doesn't feel like a dream anymore. If it is... I just want to wake up!

BURROUGHS

Calm yourself, Rose. Have you been taking your formula?

ROSE

No! I thought... I thought it was blood so I stopped taking it. Is it blood? Why would you... Dr. Burroughs, have I been drinking blood? I know I sound crazy but these aren't hallucinations, something is very wrong!

They move farther and farther through the clinic.

BURROUGHS

Blood? These hallucinations are persistent.

BRAD

I think you need to come clean with us.

ROSE

All those people are sick or dead. I feel I made them sick.

We move past places we've seen before landing on a door with some security protection.

97 CONTINUED: (2)

97

BURROUGHS

What if I were to tell you there was a sickness that was going to kill one hundred thousand people today and it is going to kill one hundred thousand people every day until we cure it. It doesn't matter your level of health. It will kill a newborn or a senior - it is completely random and ruthless.

They move past it and walk for a while, more corridors, a couple more security check points.

BURROUGHS (CONT'D)

Now if you could stop that. If you could save those people, would you?

ROSE

I don't understand. Of course, I would. Who wouldn't?

BURROUGHS

That sickness is already here and it's called death. We have the means to fix it but our hands are tied.

They move to an area with an impressive last door. It takes a moment to open the door, so Rose appreciates the artwork on the wall - its disturbing imagery, chills her to the bone.

BURROUGHS (CONT'D)

It's just right through here.

The door opens and Burroughs steps into the darkened room. It still doesn't sit right with Rose, but Brad leads her in.

CUT TO:

97A OMITTED
AND
97B

97A
AND
97B

98 INT. BURROUGHS CLINIC, STRANGE ROOM

98

The door slams behind them and seals. Bright lights blind Rose and Brad, they hold their arms up protectively.

BRAD

We need to get out of here.

The lights subdue, Burroughs is behind a glass barrier separating him from Rose and Brad. It's scary, Brad moves protectively in front of Rose.

The room is futuristic - there's something/someone humanoid that it couldn't be human on a hospital bed, the biohazard

98 CONTINUED:

98

~~seems to be getting onto the ceiling like a snake~~
it's difficult to make sense of. ~~It looks like living tissue~~

ROSE

What the hell? What is this?

BURROUGHS

We should fill in Rose, shouldn't we, Mr Hart? Time to come clean, as you put it.

BRAD

No, wait a minute. Let me--

BURROUGHS

I hired Mr Hart to keep an eye on you outside of the facility.

ROSE

What?

BURROUGHS

A perfect candidate for the position. He already had easy access to you. And when I told him what you were it was impossible to resist his natural curiosity.

ROSE

Brad, you knew? You were part of this?

BRAD

No, I was keeping you safe. Let me explain. I tried to tell you.

ROSE

You were spying on me for him. Like some kind of science experiment?

BRAD

It's not like that.

ROSE

Then how is it?!

BRAD

I was trying to protect you. He asked me to!

ROSE

I never asked you to! Why didn't you just talk to me?

BRAD

I fucked up!

ROSE

You're right about that!

98 CONTINUED: (2)

98

BRAD
I love you, Rose!

ROSE
I don't believe you!!

BURROUGHS
(smiling)
So much for your journalistic
integrity, Mr Hart.

BRAD
Burroughs, you son of a bitch.

Burroughs presses a switch and Brad gets sprayed in blood.
Rose instantly feels her hunger grow.

BURROUGHS
'Your mind will answer most questions
if you learn to relax and wait for
the answer.'

BRAD
What? What is this? Blood?

BURROUGHS
Read a book.

Rose reacts to the blood. It's not her imagination. She's
fully aware of it now.

BURROUGHS (CONT'D)
Your new body is only limited by its
need for blood. You must feed.
Stop denying yourself. You were
always unconvinced of these
hallucinations and nightmares.
There's a predator in you, Rose,
longing to be let out.

Brad moves a safe distance from Rose. She fights to keep
her composure but she's struggling, captivated by the blood.

ROSE
What have done to me?

BURROUGHS
I didn't do anything to you. I made
you reach your greatest untapped
potential. For the betterment of
humanity.

ROSE
You took away my humanity!

BURROUGHS
An overrated and outdated quality.
The human is limited. You're so
much more now, Rose.

(MORE)

98 CONTINUED: (3)

98

BURROUGHS (CONT'D)

A heavy price, but the cost of all life is death. The body kills cells to sustain life. What you do to retain immortality isn't that high a price with that considered. The sacrifices of a few lives are justified to ensure the survival of the species.

ROSE

You have no right to play God!

BURROUGHS

What God? We are God!

The creature in the room begins to move. It reaches for Brad, being awoken by the smell of blood.

BRAD

What is that thing?

BURROUGHS

When we reached the limits of what we knew could be done for my wife's cancer with what was medically known to us she donated her body to the cause. Now she represents the breakthrough in my research.

BRAD

Your wife?!

BURROUGHS

The earlier stages of our procedure saved her flesh, but the cancer also became immortal. Mutating the human shell into something unique of itself. I don't expect you to understand the beauty of it.

The horror sinks into Rose that this is all very real and this thing from her nightmares is too. It's standing in front of her. The blood takes her focus.

Rose opens her mouth, revealing rows of teeth - Brad jumps back! Brad takes out a pocket knife.

He holds it out towards Rose and the thing - it's mutated, cortorted body looks the things of body horror nightmares.

BURROUGHS (CONT'D)

I was limiting myself with the restrictions we've placed on ourselves. Our humanity as you put it, Rose, imposes such constraints.

(MORE)

98 CONTINUED: (4)

98

BURROUGHS (CONT'D)

She was the first of many who I was able to help when I freed myself of such narrow minded concepts as humanity.

Rose is reeling in pain. She's fighting it and has gotten to her feet. Her arm tentacle shoots out into Brad's neck, he drops his knife.

ROSE

Brad! No!

Brad starts to weaken, Rose grabs his knife to cut the tentacle but it's too late.

BRAD

(weak)

Rose!

Brad starts convulsing on the floor. Rose can't take it. She chops the tentacle with the knife - it hurts! She doesn't care - she's not going to let him die like this.

It's hard to tell whether it's too late for Brad as he holds onto his neck where he was struck by the tentacle.

This is bad news for Burroughs who didn't expect this from his normally very demure patient. He presses another button that sets off an alarm - red emergency lights go on. Blood sprays as Rose cuts off the tentacle.

BURROUGHS

Rose! Don't injure yourself!

Brad's body lies limp on the ground as he breathes with difficulty. Burroughs seems satisfied.

ROSE

...Brad. I'm sorry.

BURROUGHS

Feed, Rose. Don't let his sacrifice be in vain. Keep him as part of you.

Rose is overcome with anger. She turns her attention to the creature and starts slashing, the thing shivers and bleeds. It makes pained sounds, but not quite human. Burroughs is pissed.

BURROUGHS (CONT'D)

CYNTHIA!!! You get the fuck away from my wife!

Cynthia's tentacles whip wildly around the room.

98 CONTINUED: (5) 98

Rose sees herself in the reflection of the glass that separates her and Burroughs. She looks at herself with resolve.

Her glance shifts from herself to Burroughs, they lock eyes. Rose raises the knife and slits her own throat.

BURROUGHS (CONT'D)
NNOOOOOOOOOOOO!!

Maybe it's from the feeding, but she bleeds a lot as she sinks to the floor.

Her body lays still.

Amidst the chaos, she is peaceful in a pool of blood.

CUT TO:

99 EXT. BURROUGHS CLINIC - MORNING 99

In this serene setting, it feels like the blood and horror of the rabies is long ago or never reached these lands.

A pack of large dogs run across the property to their master.

CUT TO:

100 INT. BURROUGHS CLINIC, STRANGE ROOM - CONTINUOUS 100

A radio plays. The music drifts hauntingly through the hallways. Someone can be heard humming along.

RADIO

Though there have been reports of excessive force being called into effect, the military has contained the rabies outbreak. With vaccinations ineffective, all patients exhibiting the virus have been euthanized. The CDC has lifted the public emergency that seems to have left as suddenly as it started with health officials still scratching their heads and wondering what was the cause? What was reported as an outbreak of rabies has been now confirmed by officials as a violent strain of the flu and the result of online hysteria. It looks like you can go back to trusting the neighbor next door, though many still remain missing...

News clippings from around the world describe different outbreaks of mutated viruses. Next to each place on the map is a photo of a girl with a disease and photos of animals.

100 CONTINUED:

100

Ebola - a girl, monkey, and an Australian Box Jelly Fish, marburg virus - a girl, a Brazilian Wandering Spider, and an ocelot, and rabies with photos of Rose, a sea lamprey, and a mosquito next to it.

In the background, a figure preparing food.

CLOSE ON THE FOLLOWING:

Meat is sliced. Meat is dropped into a pan and sizzles. Meat, still bloody, is dropped on a plate. Steaming.

A blender is filled with pieces of raw and bloody meat. The blender grinds them up.

A glass is filled with the chunky, bloody paste from the blender.

Both the plate of meat and drink are placed on the tray. The tray is lifted out of frame.

The figure carries the tray into the living room and sets it down on the table.

BARK!

A group of dogs come excitedly over, barking and approaching the tray. The figure stands up straight and the dogs back away, even sit, obediently. They whimper uneasily.

The figure moves past a familiar now darkened and bloody cell.

CUT TO:

101 INT. BURROUGHS CLINIC, STRANGE ROOM - MORNING

101

The tray is placed on a table. We pull out to reveal--

-- a new cell we haven't seen before next to Cynthia's darkened cell.

A glass cell against a cement wall. He walks over to it. It's dark inside. We cannot see what he's looking at. His expression is difficult to read.

He presses the switch on a small hand held remote bringing the lights up in the cell.

BURROUGHS

Good morning.

Burroughs gently touches the glass. Rose lies on the floor in a white room in a white dress in front of a mirror. She sits up, shocked to see her reflection.

Her hand goes to her throat - it's completely as if nothing happened to her. She struggles to understand how this is even possible, but she is distinctly not dead.

DOUBLE BLUE Revision - 7-10-18

103.

101 CONTINUED:

101

She looks absolutely restored. More alive than ever before.

Rose turns to the one way mirror - sensing or maybe even hearing Burroughs on the other side.


BURROUGHS (CONT'D)
Essential immortality is very
expensive, isn't it, dear? Now,
where were we?

On the other side, Rose slams her fists against the glass, surprising Burroughs to take a step back. He grins, proud of his subject.

A look of rage comes over her face as if she knows exactly who is there. We close in on that beautiful angry face until she screams in explosive rage --

CUT TO BLACK.

Jaye Gazeley

The page contains several handwritten signatures and scribbles. At the top, there are three faint, overlapping signatures. Below them, on the left, is the name 'Jaye Gazeley' written in a cursive script. To the right of this name is a large, bold, stylized signature that appears to be 'MJD'. Below these signatures, there is a large, faint, circular scribble or stamp.

RABID
Locked Budget

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Acct#	Category Description	Page	Total
0100	STORY RIGHTS/ACQUISITIONS	1	50,000
0200	SCENARIO	1	39,000
0300	DEVELOPMENT COSTS	1	15,000
0400	PRODUCER	1	308,000
0500	DIRECTOR	3	300,515
*0600	STARS	3	274,129
TOTAL "A" ATL			986,644
1000	CAST	5	378,933
1100	EXTRAS	9	154,172
1200	PRODUCTION STAFF	10	413,259
1300	DESIGN LABOUR	14	193,818
*1400	CONSTRUCTION LABOUR	16	61,205
1500	SET DRESSING LABOUR	17	161,362
1600	PROPERTY LABOUR	19	78,519
1700	SPECIAL EFFECTS LABOUR	20	25,669
1900	WARDROBE LABOUR	20	106,285
2000	MAKEUP/HAIR LABOUR	22	52,972
2200	CAMERA LABOUR	22	235,591
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2800	PROD.OFFICE EXPENSES	32	101,210
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3500	CONSTRUCTION MATERIALS	40	20,000
3600	ART SUPPLIES	40	6,000
3700	SET DRESSING	41	78,900
3800	PROPS	41	128,165
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Michael

[Handwritten signature]


[Handwritten signature]

[Handwritten signature]

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4000	ANIMALS	43	7,000
4100	WARDROBE SUPPLIES	43	92,650
4200	MAKEUP/HAIR SUPPLIES	43	11,090
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4600	ELECTRICAL EQUIPMENT	45	44,725
4700	GRIP EQUIPMENT	46	46,350
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9000	BTL CONTINGENCY		412,000
9100	BOND FFI		92,392
Total Above-The-Line			986,644
Total Below-The-Line			4,373,439
Total Above and Below-The-Line			5,360,083
Grand Total			5,864,475



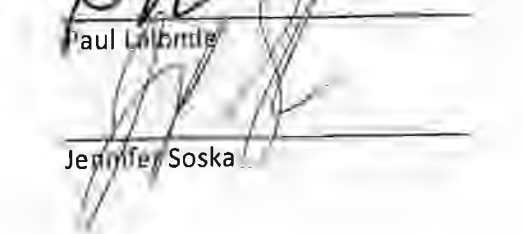
John Vidette



Michael Walker



Paul Little



Jennifer Soska



Paul Jennison



Jaye Gazelony



Sylvia Soska


Acct#	Description	Amt	Units	X	Rate	Sub T	Total
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0100 STORY RIGHTS/ACQUISITIONS							
0101	STORY RIGHTS/ACQUISITIONS						
	Storyrights, Acquisitions, Royalties Option SOMERVILLE HOUSE	1	Flat	1	50,000.00	50,000	
	Total						50,000
0199	Total Fringes						0
Account Total for 0100							50,000
0200 SCENARIO							
0201	WRITER(S)						
	WRITER (S) JOHN SERGE	1	Flat	1	35,000.00	35,000	
	Total						35,000
0227	CLEARANCES/SEARCHES						
	Prep - Title search	1	Allow	1	2,500.00	2,500	
	Prep - Script Clearance	1	Allow	1	1,500.00	1,500	
	Total						4,000
0290	ADMINISTRAION FEES						0
0299	Total Fringes						0
Account Total for 0200							39,000
0300 DEVELOPMENT COSTS							
0301	DEVELOPMENT CONSULTING						
	VANDERVOORT - Consulting	1	Flat	1	15,000.00	15,000	
	Total						15,000
0399	Total Fringes						0
Account Total for 0300							15,000
0400 PRODUCER							
0401	EXECUTIVE PRODUCER						

Continuation of Account 0401

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	A71	1	Allow	0	150,000.00	0	
	Total						0
0405	PRODUCER(S)						
	MICHAEL WALKER	1	Flat	1	100,000.00	100,000	
	Soft Prep	0	Weeks	1	3,000.00	0	
	Prep	0	Weeks	1	4,000.00	0	
	Shoot	0	Weeks	1	4,000.00	0	
	Wrap	0	Weeks	1	3,000.00	0	
	Post	0	Allow	1	5,000.00	0	
	Subtotal					100,000	
	PAUL LALONDE	1	Flat	1	100,000.00	100,000	
	Soft Prep	0	Weeks	1	3,000.00	0	
	Prep	0	Weeks	1	4,000.00	0	
	Shoot	0	Weeks	1	4,000.00	0	
	Wrap	0	Weeks	1	3,000.00	0	
	Subtotal					100,000	
	JOHN VIDETTE	1	Flat	1	100,000.00	100,000	
	Soft Prep	0	Weeks	1	3,000.00	0	
	Prep	0	Weeks	1	4,000.00	0	
	Shoot	0	Weeks	1	4,000.00	0	
	Wrap	0	Weeks	1	3,000.00	0	
	Subtotal					100,000	
	Total						300,000
0407	LINE PRODUCER						
	TBA						
	Soft Prep	2	Weeks	1	4,000.00	8,000	
	Prep	4	Weeks	0	2,500.00	0	
	Shoot	3.8	Weeks	0	2,500.00	0	
	Wrap	2	Weeks	0	2,500.00	0	
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	EP						
	Flights	0	Allow	1	1,500.00	0	
	Hotel	0	Nights	1	250.00	0	
	Per Diem	0	Days	1	65.00	0	
	Subtotal					0	
	Total						0
0499	Total Fringes						0
	Account Total for 0400						308,000

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
0500 DIRECTOR							
0501	DIRECTOR						
	Jen & Slvia SOSKA	14	Weeks	1	9,125.00	127,750	
	Rights Acquisition Fee (@ 90%)	14	Weeks	1	8,212.50	114,975	
	Total						242,725
0505	DIRECTOR BUYOUT						0
0530	DIRECTOR'S SECRETARY						
	TBA						
	Prep						
	Shoot						
	Holidays						
	Total						0
0560	TRAVEL EXPENSES						
	JEN AND SYLVIA						
	Flights	2	Flig...	1	1,000.00	2,000	
	Airport Transfers	2	Tran...	1	100.00	200	
	Subtotal					2,200	
	Total						2,200
0565	LIVING EXPENSES						
	JEN & SYLVIA						
	Hotel - Prep/Shoot	2	Mon...	1	5,850.00	11,700	
	Hotel - Post	2	Mon...	1	5,850.00	11,700	
	Per Diem	120	Days	2	65.00	15,600	
	Per Diem (> Push)	7	Days	2	65.00	910	
	Subtotal					39,910	
	Total						39,910
0590	FRINGE BENEFITS						0
0599	OTHER						0
0599	Total Fringes						
	DGC Corp ON	6.46%			242,725.00	15,680	15,680
Account Total for 0500							300,515
*0600 STARS							
0601	1.Rose						
	1.ROSE						
	(19xDays)	1	Allow	1	96,667.00	96,667	
	Buyout	50	%	1	96,667.00	48,334	
	Subtotal					145,001	
	INCLUDED						
	Travel Allowance	19	Days	0	90.00	0	
	Prep - Fittings	8	Hours	0	180.00	0	

Continuation of Account 0601

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Post - ADR Allowance	8	Hours	0	180.00	0	
	Total						145,001
0602	2.Burroughs						
	3. BURROUGHS (5xDays)	1	Allow	1	50,000.00	50,000	
	Buyout	50	%	1	50,000.00	25,000	
	Subtotal					75,000	
	INCLUDED						
	Travel Allowance	19	Days	0	90.00	0	
	Prep - Fittings	8	Hours	0	180.00	0	
	Post - ADR Allowance	8	Hours	0	180.00	0	
	Total						75,000
0610	Travel						
	Flights	2	Flig...	1	1,500.00	3,000	
	Total						3,000
0620	Living Expenses						
	Hotel	6	Weeks	1	1,700.00	10,200	
	Per Diem	6	Weeks	1	700.00	4,200	
	Total						14,400
0630	Other						
	Misc Expenses	1	Allow	2	500.00	1,000	
	Total						1,000
0699	Total Fringes						
	ACTRA	15.34%			220,000.50	33,748	
	Payroll	0.9%			220,000.50	1,980	35,728
Account Total for 0600							274,129
TOTAL "A" ATL							986,644

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
1000 CAST							
1002	ACTRA LEADS						
	ACTRA LEADS						
	2. BRAD (\$42,000 including Advance)	1	Flat	1	28,000.00	28,000	
	4. CHELSEA	12	Days	1	1,291.50	15,498	
	7. GUNTER	4	Days	1	1,291.50	5,166	
	Subtotal					48,664	
	ACTRA Advance	50	%	1	48,664.00	24,332	
	Subtotal					24,332	
	TRAVEL						
	Flights	1	flights	2	1,200.00	2,400	
	Transfers	1	trans...	4	100.00	400	
	Hotel	30	nights	1	200.00	6,000	
	Per Diem	30	Days	1	65.00	1,950	
	Subtotal					10,750	
	Prep - Wardrobe Fittings (2 hr)	2	Hours	3	92.25	554	
	Prep - Table Reads Day Player (4 hr)	3	Hours	0	92.25	0	
	Post - ADR (4h call)	4	Allow	3	92.25	1,107	
	Subtotal					1,661	
	Prep - Wardrobe Fittings (2 hr)	2	Hours	1	92.25	185	
	Prep - Table Reads Day Player (4 hr)	3	Hours	0	92.25	0	
	Post - ADR (4h call)	6	Allow	1	92.25	554	
	Subtotal					738	
	Total						86,145
1003	REGULARS/GUEST STARS						0
1004	RIGHTS PAYMENTS						0
1005	PRINCIPALS						
	PRINCIPALS						
	5, ELLIOT	4	Days	1	1,291.50	5,166	
	6. DOMINIC	2	Days	1	1,291.50	2,583	
	8. DR. KELOID	1	Day	1	1,291.50	1,292	
	9. DR. RILEY	1	Day	1	1,291.50	1,292	
	Subtotal					10,332	
	Buyout	50	%	1	10,332.00	5,166	
	Subtotal					5,166	
	Prep - Wardrobe Fittings (2 hr)	2	Hours	7	92.25	1,292	
	Prep - Table Reads Day Player (4 hr)	3	Hours	7	92.25	1,937	
	Post - ADR (4h call)	6	Allow	7	92.25	3,875	
	Total						22,601
1006	RIGHTS PAYMENT						
	ACTRA BUYOUT						
	Total						0

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
1010	ACTORS						
	ACTORS/DAY PLAYERS	0	Days	1	871.50	0	
	10. TRENT (Stunt Actor)	3	Days	1	1,291.50	3,875	
	11. BILLY (Stunt Actor)	2	Days	1	1,291.50	2,583	
	12. DR. BEVERLY	2	Days	1	871.50	1,743	
	13. NURSE DANA (Stunt Actor)	1	Day	1	1,291.50	1,292	
	14. GIRL #1	2	Days	1	871.50	1,743	
	15. GIRL #2	2	Days	1	871.50	1,743	
	16. CINDY	1	Day	1	871.50	872	
	17. CONCERNED MAN	1	Day	1	871.50	872	
	18. SMOKING MAN (Stunt Actor)	2	Days	1	1,291.50	2,583	
	19. DIRECTOR	1	Day	1	871.50	872	
	20. DOORMAN	1	Day	1	871.50	872	
	21. KIRA	1	Day	1	871.50	872	
	22. PREMIER	3	Days	1	871.50	2,615	
	23. PAIGE	1	Day	1	871.50	872	
	24. STELLA	1	Day	1	871.50	872	
	25. STYLIST with Glue Gun	1	Day	1	871.50	872	
	26. FILMING GUY (Stunt Actor)	1	Day	1	1,291.50	1,292	
	27. HUGE BOUNCER	1	Day	1	871.50	872	
	28. MICHELLE	1	Day	1	871.50	872	
	29. CUTE GUY	2	Days	1	871.50	1,743	
	30. CUTE FRIEND	1	Day	1	871.50	872	
	31. POLICE OFFICER	1	Day	1	871.50	872	
	32. YOUNG MOTHER	1	Day	1	871.50	872	
	33. YOUNG GIRL 20'S	1	Day	1	871.50	872	
	34. MAN with wife	1	Day	1	871.50	872	
	35. PARKED CAR WIFE	1	Day	1	871.50	872	
	36. GIRL eating bird	1	Day	1	871.50	872	
	37. CYNTHIA CREATURE (Puppeteer)	1	Day	1	1,291.50	1,292	
	1dd.ROSE DRAWING DOUBLE	1	Day	1	498.75	499	
	1pd.ROSE PHOTO DOUBLE	4	Days	1	498.75	1,995	
	1.ps ROSE SEWING DOUBLE	1	Day	1	498.75	499	
	3pd.BURROUGHS Photo Double	1	Day	1	498.75	499	
	Subtotal					40,808	
	ACTRA buyout	50	%	1	40,808.00	20,404	
	Subtotal					20,404	
	Prep - Wardrobe Fittings Actors (2 hrs)	2	Allow	29	62.25	3,611	
	Total						64,823
1011	RIGHTS PAYMENT						0
1040	POST PRODUCTION LOOPING						
	Performer ADR						

Continuation of Account 1040

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Loop Group x 4	4		4	0.00	0	
	ACTRA buyout	105	%	1	0.00	0	
	Total						0
1043	RIGHTS PAYMENT (50%)						0
1050	STUNT CO-ORDINATOR						
	100. STUNT COORDINATOR						
	Lash CHARTRAND						
	Prep	14	Days	1	1,000.00	14,000	
	Shoot	12	Days	1	1,000.00	12,000	
	ASSISTANT STUNT COORDINATOR						
	Shawn ORR JUN25						
	Prep	4	Days	1	960.75	3,843	
	Total						29,843
1052	STUNTS/ADJUSTMENTS						
	Stunt Players	0	Days	1	1,291.50	0	
	1s. ROSE - Stunt Double	4	Days	1	1,291.50	5,166	
	2s. BRAD - Stunt Double	2	Days	1	1,291.50	2,583	
	4s. CHELSEA - Stunt Double	1	Day	1	1,291.50	1,292	
	6s. DOMINIC - Stunt Double	1	Day	1	1,291.50	1,292	
	7s. GUNTER - Stunt Double	1	Day	1	1,291.50	1,292	
	501. STUNT DRIVER #1 - Vespa	1	Day	1	1,291.50	1,292	
	502. STUNT DRIVER #2 - Vespa	1	Day	1	1,291.50	1,292	
	503. STUNT DRIVER #3 - (not required)	1	Day	0	1,291.50	0	
	504. STUNT DRIVER #4 - (not required)	1	Day	0	1,291.50	0	
	505. STUNT DRIVER #5 - (not required)	1	Day	0	1,291.50	0	
	506. STUNT SANTA RABID MAN	1	Day	1	1,291.50	1,292	
	507. STUNT NURSE #1	1	Day	1	1,291.50	1,292	
	508. STUNT NURSE #2	1	Day	1	1,291.50	1,292	
	509. STUNT ORDERLY #1	1	Day	1	1,291.50	1,292	
	510. STUNT ORDERLY #2	1	Day	1	1,291.50	1,292	
	511. STUNT CREW MEMBER #1	1	Day	1	1,291.50	1,292	
	512. STUNT CREW MEMBER #2	1	Day	1	1,291.50	1,292	
	513. STUNT MODEL #1	1	Day	1	1,291.50	1,292	
	514. STUNT MODEL #2	1	Day	1	1,291.50	1,292	
	515. STUNT TRIPPING MALE MODEL	1	Day	1	1,291.50	1,292	
	516. STUNT AUDIENCE #1	1	Day	1	1,291.50	1,292	
	517. STUNT AUDIENCE #2	1	Day	1	1,291.50	1,292	
	518. STUNT AUDIENCE #3	1	Day	1	1,291.50	1,292	
	519. STUNT AUDIENCE #4	1	Day	1	1,291.50	1,292	
	520. STUNT AUDIENCE #5	1	Day	1	1,291.50	1,292	
	521. STUNT AUDIENCE #6	1	Day	1	1,291.50	1,292	
	522. STUNT AUDIENCE #7	1	Day	1	1,291.50	1,292	
	523. STUNT AUDIENCE #8	1	Day	1	1,291.50	1,292	

Continuation of Account 1052

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	524. STUNT AUDIENCE #9	1	Day	1	1,291.50	1,292	
	525. STUNT SERVER	1	Day	1	1,291.50	1,292	
	526. STUNT CAFE PATRON (neck bite)	1	Day	1	1,291.50	1,292	
	527. STUNT CAFE PATRON #1	1	Day	1	1,291.50	1,292	
	528. STUNT CAFE PATRON #2	1	Day	1	1,291.50	1,292	
	529. STUNT CAFE PATRON #3	1	Day	1	1,291.50	1,292	
	530. STUNT CAFE PATRON #4	1	Day	1	1,291.50	1,292	
	531. ND STUNT DRIVER #1	1	Day	1	1,291.50	1,292	
	532. ND STUNT DRIVER #2	1	Day	1	1,291.50	1,292	
	P1. PUPPETEER #1	1	Day	1	1,291.50	1,292	
	Subtotal					50,369	
	ACTRA buyout	50	%	1	50,369.00	25,185	
	Stunt Adjustments	1	Allow	1	5,000.00	5,000	
	STUNT - Rehearsal Days	4	Days	1	710.00	2,840	
	STUNT - Riggers	1		1	5,000.00	5,000	
	STUNT - Equipment	1		1	7,000.00	7,000	
	Subtotal					45,025	
	Total						95,393
1055	RIGHTS/PAYMENT						0
1060	CHOREOGRAPHER/TRAINER						0
1070	CASTING DIRECTOR						
	Prep - Flat Fee	1	Flat	1	25,000.00	25,000	
	Total						25,000
1075	CASTING EXPENSES						
	Prep - Room, Camera, Assistant Etc.	1	Allow	0	5,000.00	0	
	Total						0
1092	PERMITS						
	PERMITS	2	Weeks	1	225.00	450	
	Total						450
1094	TRAVEL AND LIVING						
	TORONTO CASTING						
	Casting Flights:						
	TBA	0	Flight	1	1,500.00	0	
	Subtotal					0	
	Casting Airport Transfers						
	TBA	0	Allow	1	100.00	0	
	Subtotal					0	
	Casting Hotels:						
	TBA	0	Actu...	5	200.00	0	

Continuation of Account 1094

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Subtotal					0	
	Per Diems	0		5	75.00	0	
	Subtotal					0	
	Total						0
1095	OTHER						
	ACTRA CFTPA Levy	1		1	5,000.00	5,000	
	ACTRA ADMIN	1	Allow	1	2,500.00	2,500	
	ACTRA PRS	1	Allow	1	2,500.00	2,500	
	Subtotal					10,000	
	001 - TBA- capped ACTRA fringe	16.7	%	0	0.00	0	
	Total						10,000
1099	Total Fringes						
	ACTRA	15.34%			276,054.50	42,347	
	Payroll	0.9%			259,001.00	2,331	44,678
Account Total for 1000							378,933
1100 EXTRAS							
1101	SPECIAL SKILL EXTRAS						
	SSE - ACTRA (8xHour Work Day)	14	Extras	1	285.75	4,001	
	SSE - ACTRA (12xHour Work Day)	21	Extras	1	500.25	10,505	
	SSE - ACTRA (14xHour Work Day)	12	Extras	1	573.25	6,879	
	SSE - ACTRA (Travel to Hamilton)	25	Extras	2	35.75	1,788	
	Total						23,172
1110	GENERAL EXTRAS						
	BG - ACTRA (8xHour Work Day)	83	Extras	1	214.00	17,762	
	BG - ACTRA (10xHour Work Day)	13	Extras	1	294.25	3,825	
	BG - ACTRA (12xHour Work Day)	56	Extras	1	375.50	21,028	
	BG - ACTRA (15xHour Work Day)	12	Extras	1	535.00	6,420	
	BG - ACTRA (Travel to Hamilton)	123	Extras	2	26.75	6,581	
	BG - NonUnion (8xHour Work Day)	66	Extras	1	112.00	7,392	
	BG - NonUnion (12xHour Work Day)	164	Extras	1	168.00	27,552	
	BG - NonUnion (Travel to Hamilton) = 0						
	Total						90,560
1120	STAND-INS/PHOTO DOUBLES						
	Stand Ins 12 hr day	19	Days	2	395.50	15,029	
	Total						15,029
1170	EXTRAS CASTING DIRECTOR						
	Prep - Casting Fee	150	Extras	1	30.00	4,500	
	Total						4,500
1199	Total Fringes						

Acct#	Description	Amt	Units	X	Rate	Sub T	Total	
	ACTRA	15.34%			128,761.00	19,752		
	Payroll	0.9%			128,761.00	1,159	20,911	
Account Total for 1100							154,172	
1200 PRODUCTION STAFF								
1205	PRODUCTION MANAGER							
	Jaye GAZELEY							
	Prep	4.8	Weeks	1	4,000.00	19,200		
	> Push	1	Week	1	4,000.00	4,000		
	Shoot	3.8	Weeks	1	4,000.00	15,200		
	Stat Holiday - AUG06	0.2	Weeks	1	4,000.00	800		
	Wrap	1.8	Weeks	1	4,000.00	7,200		
	Subtotal					46,400		
Total							46,400	
1210	LOCATION MANAGER - #1							
	Garrett VANDUSEN							
	JUN25							
	Prep	2	Weeks	1	2,501.00	5,002		
	> Push	1	Week	1	2,501.00	2,501		
	Shoot	3.8	Weeks	1	2,501.00	9,504		
	Stat Holiday - AUG06	0.2	Weeks	1	2,501.00	500		
	Wrap	1.4	Weeks	1	2,501.00	3,501		
	Subtotal					21,008		
Total							21,008	
1216	ASST LOCATION MANAGER - #1							
	Christopher GREEN							
	JUN23							
	Prep	1	Week	1	1,633.00	1,633		
	> Push	1	Week	1	1,633.00	1,633		
	Shoot	3.8	Weeks	1	1,633.00	6,205		
	Stat Holiday - AUG06	0.2	Weeks	1	1,633.00	327		
	Wrap	0.8	Weeks	1	1,633.00	1,306		
	Subtotal					11,104		
Total							11,104	
1218	LOCATION PA(s)							
	TBA							
	Prep	0.4	Weeks	1	1,171.00	468		
	Shoot (2xPA's)	3.8	Weeks	2	1,171.00	8,900		
	Stat Holiday - AUG06	0.2	Weeks	2	1,171.00	468		
	Wrap							
Total							9,836	
1219	LOCATION SCOUT							
	Christopher GREEN							
	Scout Days	2	Weeks	1	1,633.00	3,266		

Continuation of Account 1219

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Subtotal					3,266	
	Total						3,266
1220	1ST ASSISTANT DIRECTOR						
	Karl JASON JUN11						
	Prep	4	Weeks	1	3,287.00	13,148	
	> Push	1	Week	1	3,287.00	3,287	
	Shoot	3.8	Weeks	1	3,287.00	12,491	
	Stat Holiday - AUG06	0.2	Weeks	1	3,287.00	657	
	Wrap						
	Subtotal					29,583	
	Jason WASHINGTON JUN04						
	Prep	1	Week	1	2,875.00	2,875	
	Total						32,458
1223	2ND ASSISTANT DIRECTOR						
	Jason WASHINGTON JUN11						
	Prep	3	Weeks	1	2,424.00	7,272	
	> Push	1	Week	1	2,424.00	2,424	
	Shoot	3.8	Weeks	1	2,424.00	9,211	
	Stat Holiday - AUG06	0.2	Weeks	1	2,424.00	485	
	Wrap						
	Total						19,392
1228	3RD ASSISTANT DIRECTOR						
	TBA						
	Prep	1	Weeks	1	1,535.00	1,535	
	Shoot	3.8	Weeks	1	1,535.00	5,833	
	Stat Holiday - AUG06	0.2	Weeks	1	1,535.00	307	
	Wrap	0.2	Weeks	1	1,535.00	307	
	Total						7,982
1230	OFFICE PRODUCTION ASSISTANT #1						
	Ethan CARSON JUN11						
	Prep	4	Weeks	1	1,000.00	4,000	
	> Push	1	Week	1	1,000.00	1,000	
	Shoot	3.8	Weeks	1	1,000.00	3,800	
	Stat Holiday - AUG06	0.2	Weeks	1	1,000.00	200	
	Wrap	1.8	Weeks	1	1,000.00	1,800	
	Subtotal					10,800	
	Total						10,800
1231	OFFICE PRODUCTION ASSISTANT #2						
	Joey MONAHAN JUN25						
	Prep	2	Weeks	1	1,000.00	2,000	
	> Push	1	Week	1	1,000.00	1,000	
	Shoot	3.8	Weeks	1	1,000.00	3,800	
	Stat Holiday - AUG06	0.2	Weeks	1	1,000.00	200	

Continuation of Account 1231

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Wrap	0.8	Weeks	1	1,000.00	800	
	Total						7,800
1235	SET PRODUCTION ASSISTANT #1						
	TBA						
	Prep	0.6	Weeks	1	1,148.00	689	
	Shoot	3.8	Weeks	1	1,148.00	4,362	
	Stat Holiday - AUG06	0.2	Weeks	1	1,148.00	230	
	Subtotal					5,281	
	Total						5,281
1236	SET PRODUCTION ASSISTANT #2						
	TBA						
	Prep	0.6	Weeks	1	1,148.00	689	
	Shoot	3.8	Weeks	1	1,148.00	4,362	
	Stat Holiday - AUG06	0.2	Weeks	1	1,148.00	230	
	Total						5,281
1237	SET PRODUCTION ASSISTANT #3						
	TBA						
	Prep	0.6	Weeks	1	1,148.00	689	
	Shoot	3.8	Weeks	1	1,148.00	4,362	
	Stat Holiday - AUG06	0.2	Weeks	1	1,148.00	230	
	Total						5,281
1243	PRODUCTION CO-ORDINATOR						
	Lori PUMPUTIS JUN04						
	Prep	5	Weeks	1	2,500.00	12,500	
	> Push	1	Week	1	2,500.00	2,500	
	Shoot	3.8	Weeks	1	2,500.00	9,500	
	Stat Holiday - AUG06	0.2	Weeks	1	2,500.00	500	
	Wrap	1.8	Weeks	1	2,500.00	4,500	
	Total						29,500
1245	ASSTNT PROD'N CO-ORDINATOR						
	Sonia PAFFORD JUN11						
	Prep	4	Weeks	1	1,866.35	7,465	
	> Push	1	Week	1	1,866.35	1,866	
	Shoot	3.8	Weeks	1	1,866.35	7,092	
	Stat Holiday - AUG06	0.2	Weeks	1	1,866.35	373	
	Wrap	0.8	Weeks	0.8	1,866.35	1,194	
	Total						17,992
1250	PRODUCTION ACCOUNTANT						
	Paul JENNISON JUN11						
	Prep	3	Weeks	1	3,500.00	10,500	
	> Push	1	Week	1	3,500.00	3,500	
	Shoot	3.8	Weeks	1	3,500.00	13,300	
	Stat Holiday - AUG06	0.2	Weeks	1	3,500.00	700	

Continuation of Account 1250

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Wrap	3.8	Weeks	1	3,500.00	13,300	
	Subtotal					41,300	
	Total						41,300
1251	1st ASSISTANT ACCOUNTANT						
	Annabella STOYKE JUN20						
	Prep	2.6	Weeks	1	1,900.00	4,940	
	> Push	1	Week	1	1,900.00	1,900	
	Shoot	3.8	Weeks	1	1,900.00	7,220	
	Stat Holiday - AUG06	0.2	Weeks	1	1,900.00	380	
	Wrap	1.8	Weeks	1	1,900.00	3,420	
	Total						17,860
1252	2nd ASSISTANT ACCOUNTANT						
	Alina D'WONNIK JUN20						
	Prep	2.6	Weeks	1	1,150.00	2,990	
	> Push	1	Week	1	1,150.00	1,150	
	Shoot	3.8	Weeks	1	1,150.00	4,370	
	Stat Holiday - AUG06	0.2	Weeks	1	1,150.00	230	
	Wrap	1.8	Weeks	1	1,150.00	2,070	
	Total						10,810
1260	LOCAL CONTACT PERSON(S)						0
1270	CRAFT SERVICES #1						
	TBA						
	Prep	0.2	Weeks	1	1,550.34	310	
	Shoot	3.8	Weeks	1	1,550.34	5,891	
	Stat Holiday - AUG06	0.2	Weeks	1	1,550.34	310	
	SHOPPING DAYS (included	6	Days	0	310.07	0	
	Total						6,511
1271	CRAFT SERVICES #2						
	TBA						
	Shoot	3.8	Weeks	1	1,473.05	5,598	
	Stat Holiday - AUG06	0.2	Weeks	1	1,550.34	310	
	Total						5,908
1280	SCRIPT SUPVSR./CONTINUITY						
	TBA						
	Prep	0.6	Weeks	1	2,500.00	1,500	
	Shoot	3.8	Weeks	1	2,500.00	9,500	
	Stat Holiday - AUG06	0.2	Weeks	1	2,500.00	500	
	Wrap	0.2	Weeks	1	2,500.00	500	
	Subtotal					12,000	
	OVERTIME	2	Hours	25	25.00	1,250	
	Total						13,250
1295	OTHER						0

Acct#	Description	Amt	Units	X	Rate	Sub T	Total	
1299	Total Fringes							
	DGC PAYROLL	11.24%			237,259.60	26,668		
	DGC Corp ON	6.46%			98,557.00	6,367		
	CAN Emp	15.05%			30,600.00	4,605		
	NABET	12.5%			13,250.00	1,656		
	DGC Emp ON	16.48%			138,702.60	22,858		
	IA411CRAFTY	24.96%			12,419.09	3,100		
	Payroll	0.9%			329,020.30	2,961		
	IA411 COORDINATORS	33.74%			47,491.61	16,024	84,239	
Account Total for 1200							413,259	
1300 DESIGN LABOUR								
1301	PRODUCTION DESIGNER							
	Peter MIHAICHUK	JUN04						
	Prep		5 Weeks	1	3,724.00	18,620		
	> Push		1 Week	1	3,724.00	3,724		
	Shoot		3.8 Weeks	1	3,724.00	14,151		
	Stat Holiday - AUG06		0.2 Weeks	1	3,724.00	745		
	Wrap		0.4 Weeks	1	3,724.00	1,490		
	Subtotal					38,730		
Total							38,730	
1310	ART DIRECTOR							
	Sean MOORE	JUN04						
	Prep		5 Weeks	1	2,518.00	12,590		
	> Push		1 Week	1	2,518.00	2,518		
	Shoot		3.8 Weeks	1	2,518.00	9,568		
	Stat Holiday - AUG06		0.2 Weeks	1	2,518.00	504		
	Wrap		0.4 Weeks	1	2,518.00	1,007		
	Subtotal					26,187		
Total							26,187	
1312	1st ASSTNT ART DIRECTOR							
	Stephanie WYMAN	JUN11						
	Prep		4 Weeks	1	1,926.00	7,704		
	> Push		1 Week	1	1,926.00	1,926		
	Shoot		3.8 Weeks	1	1,926.00	7,319		
	Stat Holiday - AUG06		0.2 Weeks	1	1,926.00	385		
	Wrap		0.2 Weeks	1	1,926.00	385		
	Subtotal					17,719		
Total							17,719	
1313	1st ASSTNT ART DIRECTOR - SET DESIGNER							
	Sean McLOUGHLIN	JUN11						
	Prep		4 Weeks	1	1,926.00	7,704		

Continuation of Account 1313

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	> Push	1	Week	1	1,926.00	1,926	
	Shoot	3.8	Weeks	1	1,926.00	7,319	
	Stat Holiday - AUG06	0.2	Weeks	1	1,926.00	385	
	Wrap	0.4	Weeks	1	1,926.00	770	
	Subtotal					18,104	
	Total						18,104
1314	2nd ASSTNT ART DIRECTOR						
	Kimberly THOMSON						JUN11
	Prep	4	Weeks	1	1,522.00	6,088	
	> Push	1	Week	1	1,522.00	1,522	
	Shoot	3.8	Weeks	1	1,522.00	5,784	
	Stat Holiday - AUG06	0.2	Weeks	1	1,522.00	304	
	Wrap						
	Subtotal					13,698	
	Aurora KRUK						JUN11
	Prep	4	Weeks	1	1,522.00	6,088	
	> Push	1	Week	1	1,522.00	1,522	
	Shoot	3.8	Weeks	1	1,522.00	5,784	
	Stat Holiday - AUG06	0.2	Weeks	1	1,522.00	304	
	Wrap						
	Subtotal					13,698	
	Total						27,396
1320	TRAINEE ART DIRECTOR						
	Emily POPE						JUN11
	Prep	4	Weeks	1	952.00	3,808	
	> Push	1	Week	1	952.00	952	
	Shoot	3.8	Weeks	1	952.00	3,618	
	Stat Holiday - AUG06	0.2	Weeks	1	952.00	190	
	Wrap						
	Total						8,568
1325	ART DEPT. COORDINATOR						
	Linda LOCKETT						JUN11
	Prep	4	Weeks	1	1,522.00	6,088	
	> Push	1	Week	1	1,522.00	1,522	
	Shoot	3.8	Weeks	1	1,522.00	5,784	
	Stat Holiday - AUG06	0.2	Weeks	1	1,522.00	304	
	Wrap	0.8	Weeks	1	1,522.00	1,218	
	Total						14,916
1335	GRAPHIC ARTIST(S)						
	TBA						
	Allowance	1	Allow	1	7,500.00	7,500	
	Total						7,500
1399	Total Fringes						

Acct#	Description	Amt	Units	X	Rate	Sub T	Total	
	DGC PAYROLL	11.24%			136,704.40	15,366		
	DGC Corp ON	6.46%			56,834.00	3,671		
	NON-UNION PAY	16%			7,500.00	1,200		
	DGC Emp ON	16.48%			79,870.40	13,163		
	Payroll	0.9%			144,204.40	1,298	34,698	
Account Total for 1300							193,818	
*1400 CONSTRUCTION LABOUR								
1401	CONSTRUCTION COORDINATOR							
	CONSTRUCTION ALLOW INCLUDES CARP LABOUR PAINTER LABOUR SHOP AND TOOLS	1		1	40,000.00	40,000		
	Subtotal					40,000		
	Total						40,000	
1420	HEAD CARPENTER						0	
1426	CARPENTER #1						0	
1427	CARPENTER #2						0	
1428	DAILY CARPENTERS						0	
1440	SCENIC PAINTER(S)						0	
1445	HEAD PAINTER						0	
1450	PAINTER(S)						0	
1460	STAND-BY CARPENTER							
	TBA							
	Prep	2	Weeks	0	1,800.00	0		
	Shoot	3.8	Weeks	0	1,800.00	0		
	Wrap	0	Weeks	1	1,800.00	0		
	Subtotal					0		
	Total						0	
1465	STAND-BY PAINTER							
	TBA							
	Prep	2	Weeks	0	1,800.00	0		
	Shoot	3.8	Weeks	0	1,800.00	0		
	Wrap	0	Weeks	0	1,800.00	0		
	Subtotal					0		
	Total						0	
1470	STRIKE CREW							
	Allow	1	Allow	1	3,000.00	3,000		
	Total						3,000	

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
1475	LABOURER(S)						
	Allow	1		1	10,000.00	10,000	
	Total						10,000
1495	OTHER						0
1499	Total Fringes						
	CAN Emp	15.05%			10,000.00	1,505	
	NABET	12.5%			50,000.00	6,250	
	Payroll	0.9%			50,000.00	450	8,205
Account Total for 1400							61,205
1500 SET DRESSING LABOUR							
1501	SET DECORATOR						
	Andrew HILL						
	Prep	5 Weeks	1		2,300.00	11,500	
	> Push	1 Week	1		2,300.00	2,300	
	Shoot	3.8 Weeks	1		2,300.00	8,740	
	Stat Holiday - AUG06	0.2 Weeks	1		2,300.00	460	
	Wrap	1.8 Weeks	1		2,300.00	4,140	
	Subtotal					27,140	
	Total						27,140
1512	ASSTNT SET DECORATOR						
	Andrew JOYCE						
	Prep	3.6 Weeks	1		2,300.00	8,280	
	> Push	1 Week	1		2,300.00	2,300	
	Shoot	3.8 Weeks	1		2,300.00	8,740	
	Stat Holiday - AUG06	0.2 Weeks	1		2,300.00	460	
	Wrap	0.8 Weeks	1		2,300.00	1,840	
	Subtotal					21,620	
	Total						21,620
1513	ON SET						
	TBA						
	Prep	1 Week	5		411.34	2,057	
	Shoot	3.8 Weeks	5		411.34	7,816	
	Stat Holiday	0.2 Weeks	5		411.34	411	
	Wrap	0 n/a	5		0.00	0	
	Total						10,284
1515	LEAD DRESSER						
	TBA						
	Prep	1 Week	5		386.78	1,934	
	> Push	1 Week	5		386.78	1,934	
	Shoot	3.8 Weeks	5		386.78	7,349	
	Stat Holiday - AUG06	1 Day	1		386.77	387	

Continuation of Account 1515

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Wrap	4	Days	1	386.78	1,547	
	Total						13,150
1516	SETS - BUYER						
	Maya MILIN JUN13						
	Prep	3.6	Weeks	1	2,100.00	7,560	
	> Push	1	Week	1	2,100.00	2,100	
	Shoot	3.8	Weeks	1	2,100.00	7,980	
	Stat Holiday - AUG06	0.2	Weeks	1	2,100.00	420	
	Wrap	0.8	Weeks	1	2,100.00	1,680	
	Total						19,740
1521	SET DRESSER #1						
	Mike GIBBI JUN25						
	Prep	2	Weeks	1	1,900.00	3,800	
	> Push	1	Week	1	1,900.00	1,900	
	Shoot	3.8	Weeks	1	1,900.00	7,220	
	Stat Holiday - AUG06	0.2	Weeks	1	1,900.00	380	
	Wrap	0.8	Weeks	1	1,900.00	1,520	
	Subtotal						14,820
	Total						14,820
1522	SET DRESSER #2						
	TBA						
	Prep	2	Weeks	1	1,900.00	3,800	
	> Push	1	Week	1	1,900.00	1,900	
	Shoot	3.8	Weeks	1	1,900.00	7,220	
	Stat Holiday - AUG06	0.2	Weeks	1	1,900.00	380	
	Wrap	0.8	Weeks	1	1,900.00	1,520	
	Subtotal						14,820
	Total						14,820
1523	SET DRESSER #3						
	TBA						
	Prep	2	Weeks	1	1,900.00	3,800	
	> Push	1	Week	1	1,900.00	1,900	
	Shoot	3.8	Weeks	1	1,900.00	7,220	
	Stat Holiday - AUG06	0.2	Weeks	1	1,900.00	380	
	Wrap	0.8	Weeks	1	1,900.00	1,520	
	Subtotal						14,820
	Total						14,820
1524	SET DRESSER #4						
	TBA						
	Prep	2	Weeks	0	230.40	0	
	Shoot	3.8	Weeks	0	345.60	0	
	Total						0

Acct#	Description	Amt	Units	X	Rate	Sub T	Total	
1599	Total Fringes							
	CAN Emp	15.05%			44,460.00	6,691		
	NABET	12.5%			136,393.99	17,049		
	Payroll	0.9%			136,393.99	1,228	24,968	
Account Total for 1500							161,362	
1600 PROPERTY LABOUR								
1601	PROPERTY MASTER							
	Victoria KLEIN							
	Prep		5 Weeks	1	2,300.00	11,500		
	> Push		1 Week	1	2,300.00	2,300		
	Shoot		3.8 Weeks	1	2,300.00	8,740		
	Stat Holiday - AUG06		0.2 Weeks	1	2,300.00	460		
	Wrap		1 Week	1	2,300.00	2,300		
	Subtotal					25,300		
	Total						25,300	
1610	ASSTNT PROPERTY MASTER							
	Lisa Amaral WRIGHT							
	Prep		4 Weeks	1	2,300.00	9,200		
	> Push		1 Week	1	2,300.00	2,300		
	Shoot		3.8 Weeks	1	2,300.00	8,740		
	Stat Holiday - AUG06		0.2 Weeks	1	2,300.00	460		
	Wrap		0.8 Weeks	1	2,300.00	1,840		
	Subtotal					22,540		
	Total						22,540	
1616	PROPERTY BUYER(S)							
	TBA							
	Prep		0 Days	0	500.00	0		
	Shoot		0 Days	0	600.00	0		
	Wrap		0 Days	0	500.00	0		
	Subtotal					0		
	Total						0	
1630	OTHER PROPERTY LABOUR							
	ASSISTANTS							
	Prep		2 Weeks	5	230.40	2,304		
	Shoot		3.8 Weeks	5	307.20	5,837		
	Stat Holiday - AUG06		0.2 Weeks	5	230.40	230		
	Wrap		0.8 Weeks	5	230.40	922		
	Subtotal					9,293		
	Total						9,293	
1645	GUN WRANGLER							

Continuation of Account 1645

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Prep	1	Day	1	400.00	400	
	Shoot	2	Days	1	600.00	1,200	
	Total						1,600
1650	PROSTHETICS LABOUR						
	Shoot (2xCrew - 10xDays)	10	Days	2	400.00	8,000	
	Total						8,000
1699	Total Fringes						
	CAN Emp	15.05%			18,892.80	2,843	
	NABET	12.5%			66,732.80	8,342	
	Payroll	0.9%			66,732.80	601	11,786
Account Total for 1600							78,519
1700 SPECIAL EFFECTS LABOUR							
1701	SPECIAL FX SUPERVISOR						
	AREA 1 Quote - Mark Ahee	1		1	25,669.00	25,669	
	Prep	3	Weeks	0	315.00	0	
	Shoot	3.8	Weeks	0	472.50	0	
	Stat Holiday - AUG06	0.2	Weeks	0	472.50	0	
	Subtotal					25,669	
	Total						25,669
1710	SPECIAL FX ASSISTANTS						
	SPFX KEY						
	Prep	2	Weeks	0	274.23	0	
	Shoot	3.8	Weeks	0	411.34	0	
	Stat Holiday - AUG06	0.2	Weeks	0	411.34	0	
	Total						0
1730	OTHER SP FX LABOUR						
	ASSISTANT						
	Prep	1	Week	0	230.40	0	
	Shoot	3.8	Weeks	0	345.60	0	
	Stat Holiday - AUG06	0.2	Weeks	0	345.60	0	
	Wrap	1	Week	0	230.40	0	
	Subtotal					0	
	Total						0
1799	Total Fringes						0
Account Total for 1700							25,669
1900 WARDROBE LABOUR							
1901	COSTUME DESIGNER						
	Sarah MILLMAN		JUN...				
	Prep	3.2	Weeks	1	3,400.00	10,880	

Continuation of Account 1901

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Subtotal					10,880	
	Morganne NEWSON JUL03						
	Prep	1	Week	1	3,000.00	3,000	
	> Push	1	Week	1	3,000.00	3,000	
	Shoot	3.8	Weeks	1	3,000.00	11,400	
	Stat Holiday	0.2	Weeks	1	3,000.00	600	
	6th Days	2	Days	1	900.00	1,800	
	Wrap	1	Week	1	3,000.00	3,000	
	Total						33,680
1905	ASST. COSTUME						
	Sarah MAY JUN1...						
	Prep	2.4	Weeks	5	274.23	3,291	
	Subtotal					3,291	
	xxx						
	Prep	1	Week	5	411.35	2,057	
	> Push	1	Week	5	411.35	2,057	
	Shoot	3.8	Weeks	5	411.35	7,816	
	Stat Holiday - AUG06	0.2	Weeks	5	411.35	411	
	6th Days	2	Days	1	617.00	1,234	
	Wrap	2	Weeks	5	411.35	4,114	
	Subtotal					17,688	
	Total						20,979
1907	2nd ASST. COSTUME (BG/BUYER)						
	Shannon POMAKOV JUN18						
	Prep	3	Weeks	5	274.33	4,115	
	> Push	1	Week	5	274.33	1,372	
	Shoot	3.8	Weeks	5	411.34	7,816	
	Stat Holiday - AUG06	0.2	Weeks	5	411.34	411	
	Wrap	1	Week	5	411.34	2,057	
	Subtotal					15,770	
	Total						15,770
1930	OTHER WARDROBE LABOUR						
	ON SET+Truck						
	Prep	1	Week	5	274.23	1,371	
	Shoot	3.8	Weeks	10	411.34	15,631	
	Stat Holiday	0.2	Weeks	10	411.34	823	
	Wrap	1	Week	10	274.23	2,742	
	Total						20,567
1999	Total Fringes						
	CAN Emp	15.05%			20,567.25	3,095	
	NABET	12.5%			90,996.24	11,375	
	Payroll	0.9%			90,996.24	819	15,289
	Account Total for 1900						106,285

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
2000 MAKEUP/HAIR LABOUR							
2001	MAKEUP ARTIST						
	TBA						
	Prep	1	Week	5	274.23	1,371	
	Shoot	3.8	Weeks	5	411.34	7,816	
	Stat Holiday	0.2	Weeks	5	411.34	411	
	Total						9,598
2010	ASST. MAKEUP ARTIST(S)						
	TBA						
	Shoot	3.8	Weeks	5	386.78	7,349	
	Stat Holiday - AUG06	0.2	Weeks	5	386.78	387	
	Total						7,736
2050	HAIRDRESSER						
	TBA						
	Prep	1	Week	5	274.23	1,371	
	Shoot	3.8	Weeks	5	411.34	7,816	
	Stat Holiday - AUG06	0.2	Weeks	5	411.34	411	
	Total						9,598
2060	ASST. HAIRDRESSER(S)						
	TBA						
	Shoot	3.8	Weeks	5	386.78	7,349	
	Stat Holiday	0.2	Weeks	5	386.78	387	
	Total						7,736
2070	DAILIES						
	Allowance	15	Days	2	294.03	8,821	
	Total						8,821
2099	Total Fringes						
	CAN Emp	15.05%			24,291.92	3,656	
	NABET	12.5%			43,488.02	5,436	
	Payroll	0.9%			43,488.02	391	9,483
Account Total for 2000							52,972
2200 CAMERA LABOUR							
2201	DIRECTOR OF PHOTOGRAPHY						
	Kim DERKO						
	Prep	4	Weeks	1	7,300.00	29,200	
	> Push	1	Week	1	7,300.00	7,300	
	Shoot	3.8	Weeks	1	7,300.00	27,740	
	Stat Holiday	0.2	Weeks	1	7,300.00	1,460	
	Subtotal						65,700

Continuation of Account 2201

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						65,700
2205	A-CAMERA OPERATOR						
	TBA						
	Prep	0.4	Weeks	5	534.40	1,069	
	Shoot	3.8	Weeks	5	935.20	17,769	
	Stat Holiday	0.2	Weeks	5	935.20	935	
	Total						19,773
2210	A-CAMERA-1ST ASST. CAMERAPERSON						
	TBA						
	Prep	1	Week	5	414.80	2,074	
	Shoot	3.8	Weeks	5	622.20	11,822	
	Stat Holiday - AUG06	0.2	Weeks	5	622.20	622	
	Wrap	0.2	Weeks	5	414.80	415	
	Subtotal						14,933
	Total						14,933
2212	A-CAMERA-2ND ASST. CAMERAPERSON						
	TBA						
	Prep	1	Week	5	302.80	1,514	
	Shoot	3.8	Weeks	5	529.90	10,068	
	Stat Holiday - AUG06	0.2	Weeks	5	529.90	530	
	Wrap	0.2	Weeks	5	302.80	303	
	Subtotal						12,415
	Total						12,415
2220	TRAINEE(S)						
	TBA						
	Prep	0.2	Weeks	5	128.00	128	
	Shoot	3.8	Weeks	5	224.00	4,256	
	Stat Holiday - AUG06	0.2	Weeks	5	224.00	224	
	Wrap	0.2	Weeks	5	224.00	224	
	Subtotal						4,832
	Total						4,832
2260	B CAMERA OPERATOR/ STEADICAM						
	TBA						
	Shoot	3.8	Weeks	5	935.20	17,769	
	Stat Holiday - AUG06	0.2	Weeks	5	935.20	935	
	Total						18,704
2263	B CAMERA 1ST ASST						
	TBA						
	Prep	1	Week	5	414.80	2,074	
	Shoot	3.8	Weeks	5	622.20	11,822	
	Stat Holiday - JUN06	0.2	Weeks	5	622.20	622	
	Wrap	0.2	Weeks	5	414.80	415	

Continuation of Account 2263

Acct#	Description	Amt	Units	X	Rate	Sub T	Total	
	Subtotal					14,933		
	Total						14,933	
2266	B CAMERA 2ND ASST							
	TBA							
	Prep	1	Week	5	302.80	1,514		
	Shoot	3.8	Weeks	5	529.90	10,068		
	Stat Holiday - AUG06	0.2	Weeks	5	529.90	530		
	Wrap	0.2	Weeks	5	302.80	303		
	Subtotal					12,415		
	Total						12,415	
2267	DMT / DIT							
	TBA							
	Shoot	3.8	Weeks	5	668.50	12,702		
	Stat Holiday	0.2	Weeks	5	668.50	669		
	Subtotal					13,370		
	Total						13,370	
2270	STILLS & EPK							
	STILLS							
	Shoot - Allowance	0	Days	0	789.60	0		
	Subtotal					0		
	EPK	0		1	2,500.00	0		
	Total						0	
2280	ADDITIONAL CAMERAS							
	3RD CAMERA TEAM	0	Days	1	1,700.00	0		
	4TH CAMERA TEAM	0	Days	1	1,700.00	0		
	Total						0	
2295	VIDEO PLAYBACK OPERATOR							
	TBA							
	Shoot	3.8	Weeks	0	1,800.00	0		
	Subtotal					0		
	Total						0	
2299	Total Fringes							
	667 Emp	38.65%			111,374.00	43,046		
	667 Corp	21.12%			65,700.00	13,876		
	Payroll	0.9%			177,074.00	1,594	58,516	
Account Total for 2200							235,591	
2300 ELECTRICAL LABOUR								
2301	GAFFER							
	TBA							
	Prep	1	Week	5	315.00	1,575		

Continuation of Account 2301

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Shoot	3.8	Weeks	5	472.50	8,978	
	PreCalls (1xHour/Day)	3.8	Weeks	5	70.00	1,330	
	Stat Holiday - AUG06	0.2	Weeks	5	315.00	315	
	Wrap	0.8	Weeks	5	315.00	1,260	
	Subtotal					13,458	
	Total						13,458
2310	BEST BOY						
	TBA						
	Prep	0.5	Weeks	5	257.85	645	
	Shoot	3.8	Weeks	5	386.78	7,349	
	PreCalls	3.8	Weeks	5	57.30	1,089	
	Stat Holiday - AUG06	0.2	Weeks	5	257.85	258	
	Wrap	0.8	Weeks	5	257.85	1,031	
	Subtotal					10,371	
	Total						10,371
2320	ELECTRICIAN #1						
	TBA						
	Prep	0.2	Weeks	5	230.40	230	
	Shoot	3.8	Weeks	5	345.60	6,566	
	PreCalls (1xHour/Day)	3.8	Weeks	5	51.20	973	
	Stat Holiday - AUG06	0.2	Weeks	5	345.60	346	
	Wrap	0.8	Weeks	5	345.60	1,382	
	Total						9,498
2321	ELECTRICIAN #2						
	TBA						
	Prep	0.2	Weeks	5	230.40	230	
	Shoot	3.8	Weeks	5	345.60	6,566	
	PreCalls (1xHour/Day)	3.8	Weeks	5	51.20	973	
	Stat Holiday - AUG06	0.2	Weeks	5	345.60	346	
	Wrap	0.8	Weeks	5	345.60	1,382	
	Total						9,498
2322	ELECTRICIAN #3						
	TBA						
	Prep	0.2	Weeks	5	230.40	230	
	Shoot	3.8	Weeks	5	345.60	6,566	
	PreCalls (1xHour/Day)	3.8	Weeks	5	51.20	973	
	Stat Holiday - AUG06	0.2	Weeks	5	345.60	346	
	Wrap	0.8	Weeks	5	345.60	1,382	
	Total						9,498
2330	DAILIES						
	Shoot (20xManDays)	10	Days	1	355.72	3,557	
	Total						3,557
2340	RIGGING / STRIKING						

Continuation of Account 2340

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	4xSites - 3xDays/Site						
	Rigging - Key Elec	12	Days	1	315.00	3,780	
	DE-Rigging - Key Elec	12	Days	1	315.00	3,780	
	Rigging - Elec x 2	12	Weeks	2	230.40	5,530	
	DE-Rigging - Elec x 2`	12	Weeks	2	230.40	5,530	
	Subtotal					18,619	
	Total						18,619
2350	GENERATOR OPERATOR						
	TBA						
	Shoot	3.8	Weeks	5	530.02	10,070	
	OT Allowance	3.8	Weeks	1	500.00	1,900	
	Subtotal					11,970	
	BaseCamp Operator	5	Weeks	5	473.60	11,840	
	Total						23,810
2399	Total Fringes						
	CAN Emp	15.05%			50,669.25	7,626	
	NABET	12.5%			98,308.53	12,289	
	Payroll	0.9%			98,308.53	885	20,799
	Account Total for 2300						119,108
	2400 GRIP LABOUR						
2401	KEY GRIP						
	TBA						
	Prep	1	Week	5	315.00	1,575	
	Shoot	3.8	Weeks	5	472.50	8,978	
	Pre-Calls (1xHour/Day)	3.8	Weeks	5	70.00	1,330	
	Stat Holiday - AUG06	0.2	Weeks	5	315.00	315	
	Wrap	0.8	Weeks	5	315.00	1,260	
	Total						13,458
2410	BEST BOY GRIP						
	TBA						
	Prep	1	Week	5	257.85	1,289	
	Shoot	3.8	Weeks	5	386.78	7,349	
	PreCalls (1xHour/Day)	3.8	Weeks	5	57.30	1,089	
	Stat Holiday - AUG06	0.2	Weeks	5	257.85	258	
	Wrap	0.2	Weeks	5	257.85	258	
	Subtotal					10,242	
	Total						10,242
2420	COMPANY GRIP #1						
	TBA						
	Prep	0.2	Weeks	5	230.40	230	
	Shoot	3.8	Weeks	5	345.60	6,566	

Continuation of Account 2420

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PreCalls (1xHour/Day)	3.8	Weeks	5	51.20	973	
	Stat Holiday - AUG06	0.2	Weeks	5	345.60	346	
	Wrap	0.8	Weeks	5	345.60	1,382	
	Total						9,498
2421	COMPANY GRIP #2						
	TBA						
	Prep	0.2	Weeks	5	230.40	230	
	Shoot	3.8	Weeks	5	345.60	6,566	
	PreCalls (1xHour/Day)	3.8	Weeks	5	51.20	973	
	Stat Holiday - AUG06	0.2	Weeks	5	345.60	346	
	Wrap	0.8	Weeks	5	345.60	1,382	
	Total						9,498
2422	COMPANY GRIP #3						
	TBA						
	Prep	0.2	Weeks	5	230.40	230	
	Shoot	3.8	Weeks	5	345.60	6,566	
	PreCalls (1xHour/Day)	3.8	Weeks	5	51.20	973	
	Stat Holiday - AUG06	0.2	Weeks	5	345.60	346	
	Wrap	0.8	Weeks	5	345.60	1,382	
	Total						9,498
2428	DOLLY GRIP						
	TBA						
	Prep	0	Weeks	5	315.00	0	
	Shoot	3.8	Weeks	5	472.50	8,978	
	Stat Holiday - AUG06	0.2	Weeks	5	472.50	473	
	Subtotal					9,450	
	Total						9,450
2430	DAILIES						
	Shoot (20xManDays)	10	Days	1	355.72	3,557	
	Total						3,557
2440	RIGGING / STRIKING						
	4xSites - 3xDays/Site						
	Rigging - Key Grip	12	Days	1	315.00	3,780	
	DE-Rigging - Key Grip	12	Days	1	315.00	3,780	
	Rigging - Grip x 2	12	Weeks	2	230.40	5,530	
	DE-Rigging - Grip x 2	12	Weeks	2	230.40	5,530	
	Subtotal					18,619	
	Total						18,619
2499	Total Fringes						
	CAN Emp	15.05%			47,112.00	7,090	
	NABET	12.5%			83,819.13	10,477	
	Payroll	0.9%			83,819.13	754	18,322

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
Account Total for 2400							102,142
2500 PRODUCTION SOUND LABOUR							
2501	MIXER/SOUND RECORDIST						
	TBA						
	Prep	0.4	Weeks	5	329.13	658	
	Shoot	3.8	Weeks	5	493.70	9,380	
	Stat Holiday - JUN06	0.2	Weeks	5	493.70	494	
	Subtotal					10,532	
	Total						10,532
2510	BOOM OPERATOR(S)						
	TBA						
	Shoot	3.8	Weeks	5	411.34	7,816	
	Stat Holiday - JUN06	0.2	Weeks	5	411.34	411	
	Total						8,227
2515	CABLE PERSON						
	TBA						
	Shoot	3.8	Weeks	0	229.60	0	
	Total						0
2599	Total Fringes						
	NABET	12.5%			18,759.07	2,345	
	Payroll	0.9%			18,759.07	169	2,514
Account Total for 2500							21,273
2600 TRANSPORTATION LABOUR							
2601	CO-ORDINATOR						
	Jeff Steinberg						
	Prep	3	Weeks	1	2,300.00	6,900	
	> Push	1	Week	1	2,300.00	2,300	
	Shoot	3.8	Weeks	1	2,300.00	8,740	
	Stat Holiday - AUG06	0.2	Weeks	1	2,300.00	460	
	Wrap	0.8	Weeks	1	2,300.00	1,840	
	Subtotal					20,240	
	Total						20,240
2610	CAPTAIN						
	Jerome McCANN						
	Prep	\$23.27	2	Weeks	5	209.43	2,094
	> Push		1	Week	5	209.43	1,047
	Shoot		3.8	Weeks	5	616.65	11,716
	Stat Holiday - AUG06		0.2	Weeks	5	209.43	209
	Wrap		0.2	Weeks	5	209.73	210

Continuation of Account 2610

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						15,277
2612	HEAD DRIVER						
	Ted PROYCYSHYN	JUN28					
	Prep	\$22.17/hr	2.2	Weeks	5	199.53	2,195
	Shoot		3.8	Weeks	5	587.50	11,163
	6th Days		0.4	Weeks	5	299.29	599
	Stat Holiday - AUG06		0.2	Weeks	5	199.53	200
	Wrap		0.4	Weeks	5	199.53	399
	Total						14,555
2613	DRIVER #1						
	Richard BASTIEN						
	Prep	\$20.96	0.2	Weeks	5	188.64	189
	Don CHEN	JUN25					
	Prep	\$20.96	15	Days	1	188.64	2,830
	Shoot		3.8	Weeks	5	366.80	6,969
	Stat Holiday - AUG06		0.2	Weeks	5	188.64	189
	Wrap		0.2	n/a	0	0.00	0
	Total						10,176
2614	DRIVER #2						
	Hendrcik	\$20.96					
	Prep		0.6	Weeks	5	188.64	566
	Shoot		3.8	Weeks	5	366.80	6,969
	Stat Holiday - AUG06		0.2	Weeks	5	188.64	189
	Wrap						
	Subtotal						7,724
	Total						7,724
2615	DRIVER #3						
	Al	\$20.96					
	Prep		0.4	Weeks	5	188.64	377
	Shoot		3.8	Weeks	5	366.80	6,969
	Stat Holiday - AUG06		0.2	Weeks	5	188.64	189
	Wrap						
	Subtotal						7,535
	Total						7,535
2616	DRIVER #4						
	Peter	\$20.96					
	Prep		0.4	Weeks	5	188.64	377
	Shoot		3.8	Weeks	5	366.80	6,969
	Stat Holiday - AUG06		0.2	Weeks	5	188.64	189
	Wrap						
	Subtotal						7,535
	Total						7,535

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
2617	DRIVER #5						
	Derek \$20.96						
	Prep	0.8	Weeks	5	188.64	755	
	Shoot	3.8	Weeks	5	429.68	8,164	
	Stat Holiday - AUG06	0.2	Weeks	5	188.64	189	
	Wrap						
	Subtotal					9,107	
	Total						9,107
2618	DRIVER #6						
	Tim \$20.96						
	Prep	0.4	Weeks	5	188.64	377	
	Shoot	3.8	Weeks	5	366.80	6,969	
	Stat Holiday - AUG06	0.2	Weeks	5	188.64	189	
	Wrap						
	Subtotal					7,535	
	Total						7,535
2630	DAILIES / UNIT MOVES						
	SPECIAL EQUIPMENT						
	Unit Moves (15xMoves - 7xDrivers)	15		7	198.63	20,856	
	Shuttle Bus (x2)	13	Days	2	366.80	9,537	
	Shuttle Bus	8	Days	1	366.80	2,934	
	Subtotal						33,327
	Total						33,327
2635	HONEYWAGON DRIVER						
	TBA						
	Prep	0.2	Weeks	1	1,538.35	308	
	Shoot	3.8	Weeks	1	1,538.35	5,846	
	Stat Holiday - AUG06	0.2	Weeks	1	1,538.35	308	
	Wrap	0.2	Weeks	1	1,538.35	308	
	Subtotal					6,769	
	Total						6,769
2695	PICTURE CAR WRANGLER						
	TBA						
	Prep	0.8	Weeks	5	188.64	755	
	Shoot	4	Weeks	5	429.68	8,594	
	Stat Holiday - AUG06	0.2	Weeks	5	188.64	189	
	Wrap						
	Subtotal					9,537	
	Total						9,537
2699	Total Fringes						
	IA411HW	27.54%			6,768.74	1,864	
	CAN Emp	15.05%			82,939.67	12,482	
	NABET	12.5%			142,547.93	17,818	

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Payroll	0.9%			149,316.67	1,344	33,509
Account Total for 2600							182,826
2700 LABOUR OVERTIME							
2701	OVERAGES						
	Labour Overage Allowance	1	Allow	1	22,500.00	22,500	
	Total						22,500
2799	Total Fringes						0
Account Total for 2700							22,500
TOTAL "B" BTL LABOUR							2,309,632

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
2800 PROD.OFFICE EXPENSES							
2801	PRODUCTION OFFICE						
	PROD - Office JUN04-AUG24	12	Weeks	1	2,900.00	34,800	
	PROD - Office > Push	1	Week	1	2,900.00	2,900	
	WRDB - Office JUN11-AUG17	2	Mon...	1	5,700.00	11,400	
	WRDB - Office > Push	0.25	Mon...	1	5,800.00	1,450	
	SETS - Lockup JUN25-AUG17	2	Mon...	1	3,600.00	7,200	
	SETS - Lockup > Push	0.25	Mon...	1	3,600.00	900	
	Total						58,650
2807	OFFICE EQUIPMENT						
	Production office printer Purchase	1	Allow	1	1,000.00	1,000	
	Misc Office furniture	1	Allow	0	2,000.00	0	
	Total						1,000
2810	PHOTOCOPY						
	Copier	12	Weeks	1	200.00	2,400	
	Copy costs	12	Weeks	1	100.00	1,200	
	Copy Costs add'l printer	12	Weeks	1	200.00	2,400	
	Art Dept. Copier	6	Weeks	1	200.00	1,200	
	ART Dept Copies	1	Allow	1	600.00	600	
	Ink cartridges	1	Allow	1	1,000.00	1,000	
	Total						8,800
2815	STATIONERY/SUPPLIES						
	Stationery	1	Allow	1	2,000.00	2,000	
	Accounting Cheques	1	Allow	1	500.00	500	
	Accounting MICR Cartridge	1	Allow	1	500.00	500	
	Accounting Supplies	1	Allow	1	500.00	500	
	Total						3,500
2820	TELEPHONE/TELEX/POSTAGE						
	Set Cell	3.8	Weeks	1	25.00	95	
	Telephone system rental	11	Weeks	15	15.00	2,475	
	Telephone system install	1	Allow	15	15.00	225	
	Telephone/Internet Lines	1	Allow	1	500.00	500	
	6MG Internet	9.8	Weeks	1	50.00	490	
	Total						3,785
2821	CELLPHONES						
	2nd Assistant Director	11	Weeks	1	25.00	275	
	Office Production Assistant #1	11	Weeks	1	25.00	275	
	Office Production Assistant #2	9	Weeks	1	25.00	225	
	Asstnt Production Coordinator	10	Weeks	1	25.00	250	
	Productionn Accountant	10	Weeks	1	25.00	250	
	Location Manager	8	Weeks	1	25.00	200	
	Assistant Location Manager	10	Weeks	1	25.00	250	
	Location Production Assistant	6	Weeks	1	25.00	150	

Continuation of Account 2821

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Production Designer	11	Weeks	1	25.00	275	
	Art Director	11	Weeks	1	25.00	275	
	Set Decorator	12	Weeks	1	25.00	300	
	Asstnt Set Decoratro	11	Weeks	1	25.00	275	
	Sets - Buyer	10	Weeks	1	25.00	250	
	Set Dressers x 3	8	Weeks	3	25.00	600	
	Props Master	11	Weeks	1	25.00	275	
	Asstnt Props Master	10	Weeks	1	25.00	250	
	Costume Designer	11	Weeks	1	25.00	275	
	Asstnt Costume Designer	11	Weeks	1	25.00	275	
	WRDB - Buyer	8	Weeks	1	25.00	200	
	Transport Coordinator	9	Weeks	1	25.00	225	
	Transport Captain	8	Weeks	1	25.00	200	
	Gaffer	5	Weeks	1	25.00	125	
	Best Boy - Electric	5	Weeks	1	25.00	125	
	Key Grip	5	Weeks	1	25.00	125	
	Best Boy - Grip	5	Weeks	1	25.00	125	
	Allowance (10xCrew for Shoot)	10	Weeks	4	25.00	1,000	
	Total						7,050
2830	COURIER						
	Allowance	1	Allow	0	1,000.00	0	
	Total						0
2835	COMPUTER SERVICES						
	Allowance	0	Allow	1	1,000.00	0	
	Total						0
2836	COMPUTER RENTALS						
	1st A.D.	8	Weeks	1	50.00	400	
	Production Coordinator	12	Weeks	1	50.00	600	
	Assistant Production Coordinator	11	Weeks	1	50.00	550	
	Office Production Assistant #1	11	Weeks	1	50.00	550	
	Office Production Assistant #2	8	Weeks	1	50.00	400	
	Production Accountant	11	Weeks	1	50.00	550	
	1st Assistant Accountant	8.2	Weeks	1	25.00	205	
	Location Manager	10	Weeks	1	50.00	500	
	Assistant Location Manager	12	Weeks	0	50.00	0	
	Total						3,755
2840	OFFICE CRAFT SERVICE						
	Allowance	11	Weeks	1	350.00	3,850	
	Total						3,850
2845	CLEANING						
	Allowance	9.8	Weeks	1	150.00	1,470	

Continuation of Account 2845

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						1,470
*2895	KITS						
	Production Designer	12	Weeks	1	275.00	3,300	
	Art Director	12	Weeks	1	150.00	1,800	
	1st Assistant Art Director	10	Weeks	1	125.00	1,250	
	2nd Assistant Art Director	10	Weeks	1	100.00	1,000	
	2nd Assistant Art Director	10	Weeks	1	100.00	1,000	
	TAAD	10	Weeks	1	100.00	1,000	
	Total						9,350
2899	Total Fringes						0
Account Total for 2800							101,210
2900 STUDIO/BACKLOT EXPENSES							
2901	STUDIO/BACKLOT RENTALS						
	TBA						
	prep	0	Weeks	1	5,000.00	0	
	shoot	0	Weeks	1	5,000.00	0	
	wrap	0	Weeks	1	5,000.00	0	
	Subtotal					0	
	Lunchroom/Extras holding	3.8	Weeks	1	1,500.00	5,700	
	Total						5,700
2905	POWER						
	Utilities (Hydro/Gas/Water)						
	Allowance	3	Mon...	1	500.00	1,500	
	Total						1,500
2906	AIR CONDITIONING						0
2910	CARPENTRY SHOP RENTALS						
	TBD						
	shoot						
	hiatus						
	Total						0
2915	OFFICE RENTAL						0
2916	TELEPHONE						0
2920	STUDIO SPC. FX. EQUIPMENT						
	Electrical and fire safety inspections	1	Allow	0	131.70	0	
	Electrical and fire safety inspections						
	Total						0
2940	MAINTENANCE						0
2950	SECURITY						0
2955	CLEANING						0

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
2999	Total Fringes						0
Account Total for 2900							7,200
3100 SITE EXPENSES							
3101	SURVEYING/SCOUTING EXP.						
	Allowance	1	Allow	1	1,000.00	1,000	
	Total						1,000
3105	SITE RENTALS						
	Location Fees	1	Allow	1	85,500.00	85,500	
	Total						85,500
3107	SITE POWER						
	Allowance						
	Total						0
3108	SITE ACCESS						
	LIAISONS	1	Allow	1	5,000.00	5,000	
	Total						5,000
3115	SITE SPECIAL INSURANCE						
	Allowance						
	Total						0
3120	REPAIRS/RESTORATION						
	Allowance	1	Allow	1	1,500.00	1,500	
	Total						1,500
3142	CLEANING						
	Garbage	19	Days	1	100.00	1,900	
	Cleaning	19	Days	1	100.00	1,900	
	Total						3,800
3150	SECURITY						
	Security - Overnight	12	Hours	19	20.00	4,560	
	Security - Weekends x4	60	Hours	4	20.00	4,800	
	Security - Additional	12	Hours	19	20.00	4,560	
	Total						13,920
3152	POLICE CONTROL						
	PDO's	1	Allow	1	2,500.00	2,500	
	ETF (per AREA 1 Quote)	4	man...	1	750.00	3,000	
	Admin Fees	1	Allow	1	500.00	500	
	Total						6,000
3160	PUBLIC RELATIONS						0
3195	LOCATION PKG & SUPPLIES						
	Location Kit Rental	3.8	Weeks	1	1,200.00	4,560	
	Locations Supplies	3.8	Weeks	1	500.00	1,900	

Continuation of Account 3195

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
							6,460
3199	Total Fringes						
	NON-UNION PAY	16%			18,920.00	3,027	
	Payroll	0.9%			18,920.00	170	3,197
Account Total for 3100							126,377
3200 UNIT EXPENSES							
3201	MEAL PAYMENT						
	MEAL PENALTY						
	PENALTY	19	Days	0	20.00	0	
	PREP/WRAP LUNCHES	177	Weeks	1	75.00	13,275	
	Total						13,275
3210	CATERING						
	> Push	5	Days	30	15.00	2,250	
	Crew Set Meals	19	Days	50	16.00	15,200	
	2nd Meal Allowance	3	Days	1	300.00	900	
	Cast meals	19	Days	5	16.00	1,520	
	BG meals (eating with Crew)	163	Meals	1	16.00	2,608	
	SSE meals (eating with Crew)	47	Meals	1	16.00	752	
	NonUnion BG meals (separate meal)	284	Meals	1	12.00	3,408	
	Additional Set Meals	75	Meals	1	16.00	1,200	
	Off Set Meals	100	Meals	1	15.00	1,500	
	Total						29,338
3215	CRAFT SERVICE						
	Crew Set Craft	18	Days	50	12.00	10,800	
	Cast Craft	18	Allow	5	12.00	1,080	
	Extras Craft	200	Meals	1	8.00	1,600	
	Additional Set Craft	50	Allow	1	12.00	600	
	Equipment rental (incl. cleaning & stocking)	19	Days	1	50.00	950	
	Total						15,030
3216	CRAFT SERVICE (off-set)						
	CRAFT (off-set)	10	Weeks	1	250.00	2,500	
	Total						2,500
3225	FIRST AID						
	1st Aid Kit	19	Days	1	50.00	950	
	Office First Aid	1	Allow	1	150.00	150	
	On set Medic	6	Days	1	360.00	2,160	
	Total						3,260
3299	Total Fringes						
	NON-UNION PAY	16%			2,160.00	346	

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Payroll	0.9%			2,160.00	19	365
Account Total for 3200							63,768
3300 TRAVEL AND LIVING							
3301	Crew Travel and Living						
	TRAVEL DAYS HAMILTON OVERNIGHTS ZONE TRAVEL	1	Allow	1	7,500.00	7,500	
Total							7,500
3399	Total Fringes						0
Account Total for 3300							7,500
3400 TRANSPORTATION							
3401	PRODUCTION CARS						
	PRODUCTION CARS (Midsize)						
	Location Manager #1	10	Weeks	1	200.00	2,000	
	ALM	8	Weeks	1	200.00	1,600	
	Office PA1	11	Weeks	1	200.00	2,200	
	Prod Assistant	11	Weeks	1	200.00	2,200	
Subtotal							8,000
	ART DEPT CARS						
	Production Designer	9	Weeks	1	200.00	1,800	
	Buyer	7.8	Weeks	1	200.00	1,560	
	ADDITIONAL ART CARS	4	Weeks	1	200.00	800	
Subtotal							4,160
	SETS CARS						
	Set Decorator	7.8	Weeks	1	200.00	1,560	
	SETS - Buyer	7.8	Weeks	0	200.00	0	
Subtotal							1,560
	PROPS CARS						
	Prop Master	7.8	Weeks	1	200.00	1,560	
	Asst Prop Master	7.8	Weeks	0	200.00	0	
Subtotal							1,560
	WARDROBE CARS						
	Costume Designer -	7.8	Weeks	1	200.00	1,560	
	Ass't Costume Designer -	7.8	Weeks	1	200.00	1,560	
Subtotal							3,120
	TRANSPORT CARS						
	COORDINATOR	8	Weeks	1	350.00	2,800	
	CAPTAIN	8	Weeks	1	350.00	2,800	
	DRIVERS	5.8	Weeks	1	350.00	2,030	

Continuation of Account 3401

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Transport Minivans - x2	6.4	Weeks	2	350.00	4,480	
	Subtotal					12,110	
	DIT	5	Weeks	1	200.00	1,000	
	VTR	5	Weeks	1	200.00	1,000	
	Additional Allowance	1	Allow	1	4,000.00	4,000	
	Total						36,510
3402	VEHICLE ALLOWANCES						
	1st A.D.	8	Weeks	1	175.00	1,400	
	Production Manager	10	Weeks	1	200.00	2,000	
	Production Accountant	12	Weeks	1	175.00	2,100	
	Location Scout	2	Weeks	1	175.00	350	
	Assnt Location Manager	8	Weeks	1	175.00	1,400	
	Production Designer	9	Weeks	1	175.00	1,575	
	Sean Moore	9	Weeks	1	175.00	1,575	
	Emily Pope	8	Weeks	1	175.00	1,400	
	SETS - Buyer	8	Weeks	1	175.00	1,400	
	PROPS - Master	10	Weeks	1	175.00	1,750	
	PROPS - Asstnt Master	10	Weeks	1	175.00	1,750	
	WRDB - Buyer	7	Weeks	1	175.00	1,225	
	Total						17,925
3405	TRUCKS/VANS						
	Locations panel van - shoot	4.8	Weeks	1	350.00	1,680	
	Craft service Cube/Heno shoot	19	Days	1	150.00	2,850	
	Art Cube #1 - shoot	6	Weeks	1	350.00	2,100	
	Art Cube #2 - shoot	4	Weeks	1	350.00	1,400	
	SETS - Van	4.8	Weeks	1	280.00	1,344	
	PROPS - Cube	4.8	Weeks	1	350.00	1,680	
	SPFX Truck - allowance	3.8	Weeks	5	200.00	3,800	
	W / H / M - Trailer	3.8	Weeks	1	1,500.00	5,700	
	Camera Truck - shoot	5.4	Weeks	1	700.00	3,780	
	Electric Heno - shoot	4.8	Weeks	1	450.00	2,160	
	Grip Heno - shoot	4.8	Weeks	1	450.00	2,160	
	ELEC - Pick up	4.8	Weeks	1	350.00	1,680	
	GRIP - Pick up	4.8	Weeks	1	350.00	1,680	
	SOUND - Van	3.8	Weeks	1	350.00	1,330	
	Subtotal					33,344	
	Additional rentals	1	Allow	1	3,000.00	3,000	
	Total						36,344
3410	BUSES						
	Survey Bus	2	Days	1	500.00	1,000	
	Total						1,000
3412	STARWAGONS/TRAILERS						
	AD & 8 Dressers	3.8	Weeks	1	2,300.00	8,740	
	Star Motor Home	3.8	Weeks	0	1,000.00	0	

Continuation of Account 3412

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	2 Banger (Star & Produciton)	3.8	Weeks	2	2,000.00	15,200	
	Total						23,940
3420	SPECIAL SUPPORT VEHICLES						
	washrooms	3.8	Weeks	1	1,200.00	4,560	
	Dry Honeywagon	3.8	Weeks	0	2,200.00	0	
	Tow Generator	3.8	Weeks	2	750.00	5,700	
	Add'l genny use	2	Weeks	1	800.00	1,600	
	Total						11,860
3430	GAS						
	Prep	4	Weeks	20	75.00	6,000	
	Shoot	3.8	Weeks	20	75.00	5,700	
	Wrap	2	Weeks	35	75.00	5,250	
	Genny Fuel	3.8	Weeks	1	750.00	2,850	
	Additional	1	Allow	1	3,927.00	3,927	
	Total						23,727
3432	MAINTENANCE						0
3435	REPAIRS						
	Allowance						
	Total						0
3436	PUMPOUTS/SUPPLIES						
	Honey Pump	10	Days	1	300.00	3,000	
	Total						3,000
3440	TAXIS						
	Allowance	1	Allow	0	1,500.00	0	
	Total						0
*3445	PARKING						
	Location	19	Days	1	500.00	9,500	
	Additional parking	1	Allow	1	1,500.00	1,500	
	Total						11,000
3447	MILEAGE						0
3450	SPECIAL LICENSES/PERMITS						
	CVOR	1	Allow	1	3,200.00	3,200	
	Total						3,200
3490	TRANSPORT CABLE PACKAGE						0
3495	KIT RENTALS						
	Co-Ordinator (Shoot)						
	Head Driver						
	Total						0
3499	Total Fringes						0
Account Total for 3400							168,506

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
3500 CONSTRUCTION MATERIALS							
3510	CONSTRUCTION MATERIALS						
	ALLOWANCE Swing set materials	1	Allow	1	20,000.00	20,000	
	Total						20,000
3515	CARPENTRY PURCHASES						0
3520	PAINTING RENTALS						0
3525	PAINTING PURCHASES						0
3545	BACKDROPS/MURALS						0
3550	CONSTRUCTION CRAFT						0
3560	SET STORAGE						0
3590	DISPOSAL						
	Garbage Bins	0	Allow	1	13,000.00	0	
	Total						0
3595	KIT RENTALS						
	Head Carp: Shoot Key Scenic: Shoot Assist Carp: Shoot						
	Total						0
3599	Total Fringes						0
Account Total for 3500							20,000
3600 ART SUPPLIES							
3610	DRAWING SUPPLIES						
	Office Supplies / Ink Cartridges	1		1	2,000.00	2,000	
	Total						2,000
3612	DRAWING EQUIPMENT						0
3615	RESEARCH EXPENSES						0
3620	GRAPHICS						
	Allowance	1	Allow	1	4,000.00	4,000	
	Total						4,000
3622	BLUEPRINTING						0
3670	ART DEPT. STILLS						0
3695	KIT RENTALS						
	Designer - Prep	20	Days	0	50.00	0	
	Designer - Shoot	19	Days	0	50.00	0	

Continuation of Account 3695

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Subtotal					0	
	Art Director - Prep	20	Days	0	50.00	0	
	Art Director - Shoot	19	Days	0	50.00	0	
	Total						0
3699	Total Fringes						0
Account Total for 3600							6,000
3700 SET DRESSING							
3710	RENTALS						
	Rentals	1	Allow	1	40,000.00	40,000	
	Total						40,000
3730	PURCHASES						
	Allowance	1	Allow	1	27,000.00	27,000	
	Total						27,000
3740	MANUFACTURE						
	Allowance	1	Allow	1	6,500.00	6,500	
	Total						6,500
3748	REPAIRS/REPLACEMENTS						
	Allowance	1	Allow	1	1,500.00	1,500	
	Total						1,500
3750	SUPPLIES						
	Expendables	1	Allow	1	1,500.00	1,500	
	Total						1,500
3795	KIT RENTAL						
	SETS - Dressers x 3	8	Weeks	3	100.00	2,400	
	Total						2,400
3799	Total Fringes						0
Account Total for 3700							78,900
3800 PROPS							
3810	RENTALS						
	Rentals	1	Allow	1	12,300.00	12,300	
	Total						12,300
3830	PURCHASES						
	Purchases	1	Allow	1	9,800.00	9,800	
	Builds	1	Allow	1	11,650.00	11,650	
	Technical Labour	1	Allow	1	6,050.00	6,050	
	Total						27,500
3840	PROSTHETIC BODIES						
	Masters FX Quote	1	Allow	1	75,000.00	75,000	

Continuation of Account 3840

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						75,000
3845	GRAPHICS/SIGNS						0
3848	REPAIRS/REPLACEMENTS						
	Allowance	1	Allow	1	500.00	500	
	Total						500
*3850	PICTURE VEHICLE RENTALS						
	Cars	1	Allow	1	5,000.00	5,000	
	Cars	1	Day	10	500.00	5,000	
	Subtotal					10,000	
	Tow to-from Set	2	Ways	2	110.00	440	
	Total						10,440
3855	PICTURE VEHICLE PURCHASES						
	PURCHASES (not required)	1		0	5,000.00	0	
	Total						0
3857	PICTURE VEHICLE MODIFICA.						
	Crash Mods	1	Allow	0	5,000.00	0	
	Total						0
3859	PICTURE VEHICLE INSURANCE						
	Additional Rider	1		1	1,000.00	1,000	
	Total						1,000
3895	KIT RENTALS						
	Prop Master - Shoot	19	Days	1	50.00	950	
	Props ON SET - Shoot	19	Days	1	25.00	475	
	Total						1,425
3899	Total Fringes						0
Account Total for 3800							128,165
3900 SPECIAL EFFECTS							
3910	RENTALS						
	(per AREA1 Quote)	1		1	29,765.00	29,765	
	Total						29,765
3930	PURCHASES						
	Allowance						
	Total						0
3935	STUNT EQUIPMENT RENTALS						
	Rigs and Ratchets						
	Total						0
3945	ARMAMENTS/PERMIT FEES						
	Guns	1	Allow	1	3,000.00	3,000	

Continuation of Account 3945

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						3,000
3999	Total Fringes						0
Account Total for 3900							32,765
4000 ANIMALS							
4010	RENTALS						
	4 x Dogs	1	Allow	1	1,000.00	1,000	
	Handler	1	Allow	1	1,000.00	1,000	
	Total						2,000
4030	PURCHASES						
	Allowance	1	Allow	1	5,000.00	5,000	
	Total						5,000
4099	Total Fringes						0
Account Total for 4000							7,000
4100 WARDROBE SUPPLIES							
4110	RENTALS						
	Allowance	1	Allow	1	20,000.00	20,000	
	Total						20,000
4130	PURCHASES						
	Allowance	1	Allow	1	60,000.00	60,000	
	Total						60,000
4148	REPAIRS/CLEANING						
	Allowance	1	Allow	1	8,000.00	8,000	
	Total						8,000
4195	KIT RENTAL						
	DESIGNER						
	Prep	6	Weeks	1	200.00	1,200	
	Shoot	19	Days	1	50.00	950	
	Subtotal						2,150
	ASSISTANT DESIGNER						
	Prep	6	Weeks	1	100.00	600	
	Shoot	19	Days	1	50.00	950	
	Subtotal						1,550
	On Set Supervisor	19	Days	1	50.00	950	
	Total						4,650
4199	Total Fringes						0
Account Total for 4100							92,650
4200 MAKEUP/HAIR SUPPLIES							

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
4210	MAKEUP RENTAL						
	Allowance	1	Allow	1	1,000.00	1,000	
	Total						1,000
4212	MAKEUP PURCHASES						
	Allowance	1	Allow	1	2,500.00	2,500	
	Total						2,500
4220	HAIR RENTALS						
	Allowance	1	Allow	1	1,000.00	1,000	
	Total						1,000
4222	HAIR PURCHASES						
	Allowance	1	Allow	1	2,000.00	2,000	
	Total						2,000
4226	WIGS/PURCHASES						
	Doubles	1	Allow	1	1,500.00	1,500	
	Additional	1	Allow	1	1,000.00	1,000	
	Total						2,500
4295	KIT RENTAL						
	Shoot - Key Makeup	19	Days	1	35.00	665	
	Shoot - Key Hair	19	Days	1	35.00	665	
	Shoot - Makeup Asst	19	Days	1	20.00	380	
	Shoot - Hair Asst	19	Days	1	20.00	380	
	Total						2,090
4299	Total Fringes						0
Account Total for 4200							11,090
4500 CAMERA EQUIPMENT							
4510	BASIC PACKAGE RENTALS						
	Main Camera Package	3.8	Weeks	1	10,000.00	38,000	
	B Cam Package	1.8	Weeks	1	6,800.00	12,240	
	C Cam Package	2	Weeks	0	6,000.00	0	
	D Cam Package	2	Weeks	0	6,000.00	0	
	Subtotal					50,240	
	PACKAGE DISCOUNT	25	%	1	(74,000.00)	(18,500)	
	Additional	1	Allow	1	652.00	652	
	Total						32,392
4512	DAILY RENTALS						
	Allowance	1	Allow	1	2,500.00	2,500	
	Total						2,500
4515	SPECIALTY RENTALS						
	Allowance	5	Days	0	750.00	0	

Continuation of Account 4515

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						0
4525	VIDEO/TELEPROMPTER						0
4530	PURCHASES						
	Misc	19	Days	1	100.00	1,900	
	Total						1,900
4535	STEADICAM - PANAGLIDE						
	Steadicam + Preston head	5	Days	1	1,000.00	5,000	
	Total						5,000
4543	SHIPPING/BROKERAGE						0
4595	KIT RENTALS						
	DoP	11	Weeks	1	200.00	2,200	
	1st Asst.	19	Days	1	50.00	950	
	2nd Asst.	19	Days	1	25.00	475	
	DMT / DIT Kit	19	Days	1	400.00	7,600	
	Video playback kit	19	Days	0	250.00	0	
	Stills Photographer	10	Days	1	350.00	3,500	
	Total						14,725
4596	OTHER						
	Loss & Damage	1	Allow	1	500.00	500	
	Total						500
4599	Total Fringes						0
Account Total for 4500							57,017
4600 ELECTRICAL EQUIPMENT							
4610	BASIC PACKAGE RENTALS						
	Main Lighting Package	3.8	Weeks	1	6,500.00	24,700	
	Total						24,700
4612	DAILY RENTALS						
	Allowance	5	Weeks	1	1,500.00	7,500	
	Total						7,500
4615	SPECIALTY RENTALS						
	Allowance	5	Days	1	500.00	2,500	
	Total						2,500
4626	GENERATOR(S)						
	Shoot	3.8	Weeks	2	750.00	5,700	
	Total						5,700
4630	PURCHASES						
	Allowance (Gels, Tape Etc.)	19	Days	1	100.00	1,900	
	Total						1,900
4695	KIT RENTALS						

Continuation of Account 4695

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Gaffer Kit - Shoot	19	Days	1	50.00	950	
	Best Boy - Shoot	19	Days	1	25.00	475	
	Total						1,425
4696	OTHER						
	Loss & Damage	1	Allow	1	1,000.00	1,000	
	Total						1,000
4699	Total Fringes						0
Account Total for 4600							44,725
4700 GRIP EQUIPMENT							
4710	BASIC PACKAGE RENTALS						
	Grip Package - Basic	3.8	Weeks	1	3,000.00	11,400	
	Total						11,400
4711	GRIP EXPENSES						
	Lifts	1	Allow	1	5,000.00	5,000	
	Pipe	1	Allow	1	1,000.00	1,000	
	Total						6,000
4712	DAILY RENTALS						
	Allowance	5	Weeks	1	500.00	2,500	
	Total						2,500
4714	DOLLY RENTAL						
	Dolly #1	3.8	Weeks	1	1,500.00	5,700	
	Dolly #2		Weeks	0	1,800.00	0	
	Total						5,700
4715	SPECIALTY RENTALS						
	Allowance	1	Allow	1	1,500.00	1,500	
	Total						1,500
4720	CRANE RENTALS						
	Techno	2	Days	1	3,000.00	6,000	
	Total						6,000
4721	CAMERA CARS/LIFTS						
	Camera Car	1	Day	1	4,000.00	4,000	
	Total						4,000
4725	SCAFFOLDING						
	Scaffolding	1	Allow	1	1,000.00	1,000	
	Scissor lifts	2	Weeks	0	1,500.00	0	
	Total						1,000
4730	PURCHASES						
	Allowance	19	Days	1	100.00	1,900	
	Black, duvetene materials	1	Allow	1	2,500.00	2,500	

Continuation of Account 4730

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Total						4,400
4795	KIT RENTALS						
	Shoot - Key Grip Kit	19	Days	1	50.00	950	
	Shoot - Key Grip Carts	19	Days	1	50.00	950	
	Shoot - Best Boy	19	Days	1	25.00	475	
	Shoot - Dolly Grip	19	Days	1	25.00	475	
	Total						2,850
4796	OTHER						
	Loss and Damage	1	Allow	1	1,000.00	1,000	
	Total						1,000
4799	Total Fringes						0
Account Total for 4700							46,350
4800 SOUND EQUIPMENT							
4810	BASIC PACKAGE RENTALS						
	Main Audio Equipment	19	Days	1	400.00	7,600	
	Slate & Clockit Box	19	Days	1	50.00	950	
	Comteks (x 4)	19	Days	4	20.00	1,520	
	Total						10,070
4812	DAILY RENTALS						
	Allowance	19	Days	1	50.00	950	
	Total						950
4816	WIRELESS MICROPHONES						0
4828	WALKIE/TALKIES						
	Walkie Talkies	3.8	Weeks	50	15.00	2,850	
	Repeaters	3.8	Weeks	2	100.00	760	
	Airway Licence Fee	1	Allow	1	500.00	500	
	Total						4,110
4830	PURCHASES						
	Batteries	1	Allow	1	300.00	300	
	Total						300
4895	KIT RENTALS						
	Boom	19	Days	1	50.00	950	
	Total						950
4899	Total Fringes						0
Account Total for 4800							16,380
4900 SECOND UNIT							
4900	2ND UNIT						
	2ND UNIT	1	Allow	0	250,000.00	0	

Continuation of Account 4900

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	TRAVEL, HOTEL LOCAL CREW LOCATIONS EQUIPMENT VEHICLES LOCAL CAST						
	Total						0
4901	CREW						
	ALLOWANCE	1	Allow	0	20,000.00	0	
	Total						0
4902	CAST						0
4903	CAST RIGHTS PAYMENTS						0
4905	SSE/EXTRAS/STANDINS						0
4910	LOCATION OFFICE						0
4911	SITE EXPENSES						0
4912	CONSTRUCTION						0
4914	SET DRESSING/PROPS/GREENS						0
4915	FRINGE BENEFITS						0
4919	TRAVEL/LIVING - COSTA RICAN CREW						0
4920	TRAVEL/LIVING - CANADIAN CREW						0
4921	CATERING						0
4925	TRANSPORTATION						0
4930	EQUIPMENT						0
4940	STOCK						0
4942	PROCESSING						0
4944	TRANSFERS						0
4995	OTHER						0
4999	Total Fringes						0
	Account Total for 4900						0
	5100 PRODUCTION LABORATORY						
5101	RAW STOCK						0
5110	PROCESSING						0
5125	DAILIES TRANSFER						
	Digital Dailies - daily flat	22	Days	0	950.00	0	
	OPERATOR	22	Days	1	200.00	4,400	

Continuation of Account 5125

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	Transcode w/LUT	22	Days	1	250.00	5,500	
	Post sync Audio	22	Days	1	200.00	4,400	
	Web Dailies encode and hosting	22	Days	1	150.00	3,300	
	LTO Daily BackUp (est 2tb per day)	22	Days	1	150.00	3,300	
	Total						20,900
5170	CONTINUITY/PROD. STILLS						0
5195	OTHER						0
5199	Total Fringes						0
Account Total for 5100							20,900
5200 MEDIA							
5201	RAW DRIVES						
	ACAM RAW DRIVES						
	3 x 4TB HDD	3	Bac...	3	350.00	3,150	
	Flight Cases	9	Cases	1	70.00	630	
	Subtotal						3,780
	BCAM RAW DRIVES						
	3 x 4TB HDD	3	Bac...	3	350.00	3,150	
	Flight Cases	9	Cases	1	70.00	630	
	Subtotal						3,780
	STILLS/EPK RAW DRIVES						
	3 x 2TB Dives	3	Bac...	1	120.00	360	
	Total						7,920
5202	SHUTTEL DRIVES						
	Dailies Drives (2 TB)	6	Drives	1	120.00	720	
	Total						720
5203	MASTER BACKUP						
	Backup Hosting Allowance	1	Allow	1	1,000.00	1,000	
	Total						1,000
5204	CLOUD						
	Dropbox for Business (15 Users x 3 Months)	1	Allow	1	927.00	927	
	Total						927
5299	Total Fringes						0
Account Total for 5200							10,567
TOTAL "B" BTL EXPENSES							1,047,071

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
6000 EDITORIAL LABOUR							
6001	SUPERVISOR/CO-ORDINATOR						
	Allowance	1	Allow	1	12,000.00	12,000	
	Total						12,000
6010	EDITOR #1						
	Erin DECK						
	Shoot	3.8	Weeks	1	3,300.00	12,540	
	Stat Holiday - AUG11	0.2	Weeks	1	3,300.00	660	
	Post	11.8	Weeks	1	3,300.00	38,940	
	Total						52,140
6011	EDITOR #2						
	TBA						
	Post	12	Weeks	0	2,825.00	0	
	Total						0
6012	ASSISTANT EDITOR						
	TBD						
	Shoot	3.6	Weeks	1	1,908.00	6,869	
	Stat Holiday - AUG11	0.2	Weeks	1	1,908.00	382	
	Post	11.8	Weeks	1	1,908.00	22,514	
	After Picture Lock	2	Weeks	1	1,908.00	3,816	
	Total						33,581
6018	APPRENTICE EDITOR(S)						
	TRAINEE	12	Weeks	0	1,171.00	0	
	Total						0
6019	FOLEY ARTISTS						
	POST - Foly Artist	56	Hours	1	300.00	16,800	
	Total						16,800
6020	DIALOGUE EDITOR(S)						
	POST -	4	Weeks	1	2,295.00	9,180	
	Total						9,180
6024	SOUND EFFECT EDITOR(S)						
	Sound Editor	4	Weeks	1	2,389.00	9,556	
	SPFX Editor	4	Weeks	1	2,389.00	9,556	
	Total						19,112
6030	MUSIC EDITOR(S)						
	POST - Allowance	0	Weeks	1	1,300.00	0	
	Total						0
6035	ASSISTANT SOUND EDITOR(S)						
	POST - Allowance	2	Weeks	0	800.00	0	
	Total						0
6040	LOOPING SUPERVISOR						

Continuation of Account 6040

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	POST - ADR Recordist	0	Days	1	300.00	0	
	POST - ADR Editor	2	Weeks	1	2,295.00	4,590	
	Total						4,590
6042	OTHER LABOUR						
	Allowance for Additional Labour	2	Weeks	1	1,477.00	2,954	
	Total						2,954
6050	FRINGE BENEFITS						0
6060	TRAVEL EXPENSES						0
6065	LIVING EXPENSES						0
6070	DIALOGUE/TRANSCRIPTION						
	ALLOWANCE	1		1	5,000.00	5,000	
	Total						5,000
6095	OTHER						0
6099	Total Fringes						
	DGC PAYROLL	11.24%			121,556.80	13,663	
	DGC Corp ON	6.46%			35,836.00	2,315	
	DGC Emp ON	16.48%			85,720.80	14,127	
	Payroll	0.9%			85,720.80	771	30,876
Account Total for 6000							186,233
6100 EDITORIAL EQUIPMENT							
6101	EDITING ROOMS						
	POST - ADR Room	0	Days	1	350.00	0	
	POST - Colour Correct Room	0	Days	1	300.00	0	
	POST - Foley Room	0	Days	1	200.00	0	
	Total						0
6110	EDITING EQUIPMENT						
	Picture Editing Suite Purchase x 2	12	Weeks	2	650.00	15,600	
	Picture Editing Suite Rental (assistant)	12	Weeks	1	450.00	5,400	
	Total						21,000
6130	PICTURE EDITING PURCHASES						
	allow	1	Allow	1	2,500.00	2,500	
	Total						2,500
6135	SOUND EDITING PURCHASES						0
6140	POST PROD.OFFICE EXPENSES						
	POST MEALS	85	Days	2	15.00	2,550	
	POST CRAFTY	16	Weeks	1	100.00	1,600	
	Total						4,150
6150	COURIER						0
6195	OTHER						0

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
6199	Total Fringes						0
Account Total for 6100							27,650
6200 VIDEO POST PROD.(PICTURE)							
6201	POST FACILITIES						
	EDIT SUITES						
	ONLINE EDIT SUITE (CONFORM)	24	Hours	1	200.00	4,800	
	ONLINE EDIT SUITE (VFX PULLS AND DROPS)	16	Hours	1	200.00	3,200	
	RESOLVE COLOR GRADING 4K SUITE P3	64	Hours	1	225.00	14,400	
	RESOLVE COLOR GRADING 4K SUITE REC 709	8	Hours	1	225.00	1,800	
	ONLINE EDIT SUITE - 4K PAK	24	Hours	1	200.00	4,800	
	ONLINE EDIT SUITE - HD PAK	8	Hours	1	140.00	1,120	
	ADDITIONAL ALLOWANCE	1		1	4,000.00	4,000	
Total							34,120
6205	LOCKED CUT DUBS						0
6210	ON LINE CONFORM						
	VIDEO EDITOR	24	Hours	1	60.00	1,440	
	VFX Pulls	16	Hours	1	60.00	960	
Total							2,400
6215	PACKAGING						
	VIDEO EDITOR 4K PACKAGING	24	Hours	1	60.00	1,440	
	VIDEO EDITOR LABOUR HD PACKAGING	8	Hours	1	60.00	480	
Total							1,920
6220	COLOUR CORRECT						
	COLOURIST INCLUDE PLAYBACK P3	64	Hours	1	100.00	6,400	
	COLOURIST REC 709	8	Hours	1	60.00	480	
Total							6,880
6225	FINAL SHOW DUBS						
	HDCAM SR 60 x1	0		0	400.00	0	
	DVD x3	0		0	15.00	0	
Total							0
6230	DELIVERY DUBS						
	CN Broadcaster:						
	- On Air HDCAM SR 60 x2	0		0	400.00	0	
	- On Air DVD x5	0		0	15.00	0	
	- Promo HDCAM x2	0		0	400.00	0	
	- Promo DVD x2	0		0	15.00	0	
	- Publicity Beta SP	0		0	175.00	0	
	- Publicity DVD x1	0		0	15.00	0	
Subtotal							0
	Foreign Distribution:						
	- HDCAM SR 60 x1	0		0	400.00	0	

Continuation of Account 6230

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	- DBeta SP x1	0		0	175.00	0	
	- DVD x1	0		0	15.00	0	
	Subtotal					0	
	Total						0
6240	PROTECTION DUBS						0
6245	VISUAL FX						
	PER RED LAB QUOTE (revised)	1	Allow	1	80,000.00	80,000	
	Total						80,000
6250	RETRANSFERS						0
6255	CREDIT PRELOAD						0
6256	ONLINE FX						0
6266	ALTERNATIVE COPIES						
	Authored DVDs						
	DVD Master						
	DVD Distribution						
	Total						0
6270	CLOSED CAPTIONING						
	CC	1	Allow	1	1,500.00	1,500	
	Total						1,500
6275	QUALITY CONTROL						
	Quality Control	1		1	3,000.00	3,000	
	Total						3,000
6268	VIEWING COPIES						
	POST - Allowance						
	Total						0
6295	OTHER						0
6299	Total Fringes						0
Account Total for 6200							129,820
6300 VIDEO POST PROD.(SOUND)							
6300	SOUND EDIT SUITES						
	SUPERVISING SOUND EDIT SUITE	4	Weeks	1	450.00	1,800	
	DIALOGUE SUITE	4	Weeks	1	450.00	1,800	
	FX EDIT SUITE	4	Weeks	1	450.00	1,800	
	ADR EDIT SUITE	4	Weeks	1	450.00	1,800	
	ADT STUDIO	16	Hours	1	200.00	3,200	
	Total						10,400
6301	AUDIO MASTER						0
6305	EDITED MASTER						0
6310	VOICE OVER RECORD						0

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
6315	PRE-MIX						
	PRE MIX						
	DIAGLOGUE	24	Hours	1	225.00	5,400	
	FX	16	Hours	1	225.00	3,600	
	Total						9,000
6320	BACKUP						
	LTO Backup	7	Units	1	300.00	2,100	
	Total						2,100
6325	MIX						
	5.1 AND STEREO MIX	56	Hours	1	275.00	15,400	
	Total						15,400
6330	PLAYBACK AND CORRECTIONS						
	Playback & Corrections	16	Hours	1	275.00	4,400	
	Total						4,400
6335	PRINT MASTERS						
	5.1 AND STEREO PRINTMASTERS	4	Hours	1	250.00	1,000	
	Total						1,000
6340	M&E TRACK						
	VERSIONING	8	Hours	1	250.00	2,000	
	Total						2,000
6395	SUBTITLES						
	SUBTITLES (French only)	1	Allow	1	10,000.00	10,000	
	Total						10,000
6399	Total Fringes						0
	Account Total for 6300						54,300
6600 MUSIC							
6601	MUSIC SUPERVISOR						
	POST - Allowance	0	Allow	0	2,000.00	0	
	Total						0
6610	COMPOSER						
	POST - Main Composition	1	Allow	1	30,000.00	30,000	
	Total						30,000
6615	ARRANGERS/ORCHESTRATORS						0
6620	CONDUCTOR/LEADER						0
6625	MUSICIANS						0
6638	FRINGE BENEFITS						0
6640	STUDIO						0

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
6650	TRAVEL EXPENSES						0
6655	LIVING EXPENSES						0
6660	MIX						
	Allowance	1	Allow	0	15,000.00	0	
	Total						0
6665	MATERIALS						0
6670	MUSIC RIGHTS						
	1						
	Total						0
6695	OTHER						0
6699	Total Fringes						0
Account Total for 6600							30,000
6700 TITLES/OPTICALS/STK.FTG.							
6701	TITLES						
	POST - Opening Credits	1	Allow	1	5,000.00	5,000	
	Total						5,000
6720	OPTICALS						
	POST - Opticals Allowance	0	Allow	1	1,500.00	0	
	Total						0
6730	STOCK FOOTAGE						
	STOCK SHOTS	1	Allow	1	10,000.00	10,000	
	Total						10,000
6795	OTHER						0
6799	Total Fringes						0
Account Total for 6700							15,000
6800 DELIVERABLES							
6801	DVD/BLUERAY						
	DVD	1	Allow	0	50.00	0	
	BLUERAYS	1	Allow	1	350.00	350	
	BLUERAY BURNER	1	Allow	0	150.00	0	
	Total						350
6802	DIGITAL DELIVERY						
	DIGITAL DELIVERY 60GB	1	Allow	1	120.00	120	
	DIGITAL DELIVERY 200 GB	1	Allow	1	400.00	400	
	Total						520
6803	DCP/PRORES						
	POST - DCP 4k	1	Allow	1	3,200.00	3,200	

Continuation of Account 6803

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	POST - PRO RES 444 @ 2K	4	Allow	1	450.00	1,800	
	Total						5,000
6804	DELIVERABLES						
	Language Versioning	1	Allow	0	10,000.00	0	
	Spotting List	1	Allow	1	2,000.00	2,000	
	Described video	1	Allow	1	1,450.00	1,450	
	Audio Deliverables formatted to hard drive	1	Allow	1	550.00	550	
	HD QT textless	1	Allow	1	150.00	150	
	LTO Backup	1	Allow	1	300.00	300	
	Total						4,450
6805	ADDITIONAL DELIVERABLES						
	ADDITIONAL DELIVERABLES	1	Allow	1	5,000.00	5,000	
	Total						5,000
6899	Total Fringes						0
Account Total for 6800							15,320
TOTAL "C" POST PRODUCTION							458,323

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
7000 UNIT PUBLICITY							
7001	UNIT PUBLICIST						
	Per Telefilm Contract "B" = \$3,356,703 "C" = \$ 458,323 Total "B" & "C" = \$3,815,026	0.0125		1	3,815,026.00	47,688	
	Total						47,688
7005	PUBLICITY/PRESS EXPENSES						0
7020	GALLERY SHOOT						
	Gallery Photographer/Equipment	1	Allow	0	3,000.00	0	
	Gallery Shoot/Production Crew	1	Allow	0	1,500.00	0	
	Total						0
7021	EPK						
	see Account 70.01						
	Total						0
7025	STILLS/PRINTING/PROCESS.						
	Processing fees						
	Total						0
7035	PHOTO EXPENSES						0
7040	PROMOTION						
	Promotion Festival Apps Press Tour Festival Travel	1	Allow	0	20,000.00	0	
	Total						0
7045	VIDEO CASSETTES						0
7050	PUBLIC RELATIONS						0
7095	OTHER						0
7099	Total Fringes						0
Account Total for 7000							47,688
7100 GENERAL EXPENSES							
7101	INSURANCE						
	Entertainment Package	1	Flat	1	25,000.00	25,000	
	PREP - Commercial General Liability	1	Flat	1	1,500.00	1,500	
	PREP - \$4 Million Umbrella (to \$5million CGL)	1	Flat	1	2,100.00	2,100	
	PREP - \$9 Million Umbrella (to\$10 Million)	1	Flat	1	5,000.00	5,000	
	PREP - Cost Of Hire on Production Vehicles	6	%	1	55,000.00	3,300	
	PREP - Cost Of Hire on Picture Vehicles	3.3	%	1	25,000.00	825	
	PREP - Cost Of Hire on Commerical Vehicles	7	%	1	75,000.00	5,250	

Continuation of Account 7101

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	PREP - Guild/Union Accident	1	Flat	1	1,500.00	1,500	
	POST - E&O (5 year term)	1	Flat	1	4,000.00	4,000	
	Total						48,475
7105	MEDICAL FEES						
	PREP - Medical exams	5	Exa...	1	180.00	900	
	Additional	1		1	350.00	350	
	Total						1,250
7110	PRODUCTION LEGAL FEES						
	Business affairs/Legal/Post acc./Tax admin	1	Allow	1	20,000.00	20,000	
	PREP - Outside counsel	1	Allow	1	4,000.00	4,000	
	Total						24,000
7111	BANK LEGAL FEES						
	Bank legals	1		1	25,000.00	25,000	
	Total						25,000
7112	IN HOUSE LEGAL FEES						0
7120	POST PRODUCTION ACCTING.						
	POST -	1	Allow	1	20,000.00	20,000	
	Total						20,000
7125	AUDIT FEE						
	Audit Fee	1	Allow	1	15,000.00	15,000	
	Total						15,000
7130	BANK CHARGES						
	PREP - Start Up	1	Allow	1	500.00	500	
	Additional Cheques etc.	1	Allow	1	500.00	500	
	Monthly Plan Fees	24	Mon...	1	50.00	1,200	
	Total						2,200
7195	OTHER						
	PREP - Incorporation	1	Allow	1	1,500.00	1,500	
	PREP - Corporate Legal Fees	1	Allow	1	5,000.00	5,000	
	POST - Corporate Tax Filing	1	Allow	1	2,000.00	2,000	
	POST - ISAN Number	1	Allow	1	300.00	300	
	Total						8,800
7199	Total Fringes						0
	Account Total for 7100						144,725
	7200 INDIRECT COSTS						
7201	CORPORATE OVERHEAD						
	CORP OVERHEAD	1	Allow	1	159,000.00	159,000	
	Total						159,000
7210	TELEFILM CANADA ADMIN.FEE						0

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
7220	INTERIM FINANCING						
	FINANCE						
	RBC	1	Allow	1	107,000.00	107,000	
	PACIFIC MERCANTILE	1	Allow	1	100,000.00	100,000	
	Tax Credit Accounting for Setup	1	Allow	0	2,500.00	0	
	Tax Credit Legals	1	Allow	0	2,000.00	0	
	Subtotal					207,000	
	LOW INTEREST LOANS FROM INVESTOR						
	HST Loan Interest (1 Year)	0	%	1	200,000.00	0	
	Remaining 10% Tax Credit Loan Interest (1 Year)						
	Total						207,000
7230	OTHER FINANCING						
	Set up						
	Total						0
7295	OTHER						0
7299	Total Fringes						0
Account Total for 7200							366,000
TOTAL OTHER "D"							558,413

Acct#	Description	Amt	Units	X	Rate	Sub T	Total
	:BTL CONTINGENCY						412,000
	BOND FFI						92,392
	Total Above-The-Line						986,644
	Total Below-The-Line						4,373,439
	Total Above and Below-The-Line						5,360,083
	Grand Total						5,864,475

APPENDIX K**To the Second Report of the Receiver**

Christine Doyle

From: Sanj Mitra
Sent: May 24, 2022 4:25 PM
To: MMurray@actra.ca
Cc: Sanj Mitra; James Satin; Williams, Richard; Tamie Dolny (tdolny@airdberlis.com)
Subject: FW: ENDORSEMENT & ORDER RBC V BACK 40 PICTURES INC CV-20-642755-00CL
Attachments: 2018.10.29 ACTRA PRS Rabid Security Agreement.pdf

Mr. Murray, thank you for your email.

As you will recall, I am counsel to the Receiver in connection with this matter. I have now reviewed the attached document but it is not clear what obligations are secured from the attachment alone. Are you able to provide the IPA referenced in the attachment? Please also provide a breakdown of your secured claim.

In terms of priority, it appears that your registration remains behind that of Royal Bank of Canada ("RBC") and Film Capital Finance Limited ("FCF"). We are presently planning on going to Court in mid June to report on the amount of the approved credit, distribution approval and discharge of the Receiver. We would like to address any priority issues by June 3 for the purpose of our client's report to the Court.

Based on the information in the hands of the Receiver, the distribution would go primarily to repay the Receiver, the Receiver's Borrowings and then RBC. Do you have any legal basis to maintain priority over RBC and FCF for any portion of your claim? Please provide any such basis for same forthwith and in any event by May 31, 2022.

Thanks

Sanj

Sanjeev Mitra
Aird & Berlis LLP

T 416.865.3085
E smitra@airdberlis.com

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From: Michael Murray <MMurray@actra.ca>
Sent: May 24, 2022 9:54 AM
To: Williams, Richard <richwilliams@deloitte.ca>
Cc: Sanj Mitra <smitra@airdberlis.com>; Kortnee Borden <kborden@actra.ca>; Adela Sas <asas@actra.ca>
Subject: RE: ENDORSEMENT & ORDER RBC V BACK 40 PICTURES INC CV-20-642755-00CL

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Hello Richard,

While we now understand that there may have been security registered prior to our registration in 2018, the debtor in this case did not disclose those parties as proposed subordinates when entering into a Security Agreement with ACTRA PRS as attached, and therefore the parties with Security ahead of ACTRA were never agreed to by ACTRA as subordinates. My understanding is that the two listed subordinates on the ACTRA PRS Security Agreement both have unregistered security interest.

Thanks,

Michael

Michael Murray

Director | PRS | ACTRA

From: Williams, Richard <richwilliams@deloitte.ca>

Sent: May 24, 2022 9:28 AM

To: Michael Murray <MMurray@actra.ca>

Cc: smitra@airdberlis.com

Subject: FW: ENDORSEMENT & ORDER RBC V BACK 40 PICTURES INC CV-20-642755-00CL

Mr. Murray,

At our last attendance before the Commercial List in respect of Back 40 Pictures Inc. you advised that ACTRA may have a priority claim against some or all of the Company's assets. Could you please provide documentation in support of that claim as soon as possible and, in any event no later than June 3, 2022.

Regards,

--

Richard Williams CPA, CIRP, LIT
Deloitte LLP | Deloitte Restructuring Inc.
(416) 258-8761
richwilliams@deloitte.ca

From: Neeson, Ryan (MAG) <Ryan.Neeson@ontario.ca>

Sent: Tuesday, March 1, 2022 1:22 PM

To: james.satin@devrylaw.ca; Williams, Richard <richwilliams@deloitte.ca>; eseymour@whites.com;
smitra@airdberlis.com; mmurray@actra.com

Subject: [EXT] ENDORSEMENT & ORDER RBC V BACK 40 PICTURES INC CV-20-642755-00CL

Good Afternoon,

Please find attached, kindly ensure all parties not attached to this email receive the documents.

Regards,

Ryan Neeson
Court & Client Representative
Ministry of the Attorney General | Superior Court of Justice
330 University Avenue | Toronto, ON M5G 1R8
Ryan.Neeson@ontario.ca

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APPENDIX 7a
Security Agreement
 (see Article A517(b))

The Producer shall sign the following Security Agreement and forward it to the local ACTRA office.

This Security Agreement, made pursuant to Article A517(b) of the Independent Production Agreement ("the IPA") dated January 1, 2016 to December 31, 2018, is dated this 29 day of OCTOBER, 2018

between: Back 40 Pictures Inc. (the "Debtor")
 and ACTRA and the ACTRA Performers' Rights Society (collectively "ACTRA")
 re: Rabid (the "Production")

Whereas the Debtor is authorized and entitled to provide this Security Agreement in respect of the Production,

1. This Security Agreement is entered into between the Debtor and ACTRA to secure the performance by the Debtor of all its obligations under Part B of the IPA. Said obligations include, but shall not be limited to, the obligation to pay Performers in the Production any compensation due and payable under the terms of Part B of the IPA, (i.e. residual payments, Use fees or other payments provided for in Part B of the IPA).
2. The parties acknowledge and agree to be bound by the terms, conditions and definitions contained in the Standard Security Terms in Appendix 7B.
3. ACTRA specifically acknowledges and agrees that this Security Interest shall be subject and subordinate to the Security Interests of the parties listed below. If the Security Interest of any listed party is not registered at the time of the registration of this Security Interest, ACTRA will agree to provide, at no cost to the Debtor, any subordination agreements required:

(a) <u>Telefilm Canada</u>	(d) _____
(b) <u>Ontario Media Dev.</u>	(e) _____
(c) _____	(f) _____

Failure of the Debtor to list all those parties with a prior Security Interest shall not be a violation of this Security Agreement, provided such security interest is registered.

4. **Subordination of ACTRA Security Agreement.** Pursuant to paragraph 7.1 of the Standard Security Terms, ACTRA agrees that its Security Interest will rank subordinate to the Security Interests of the parties listed in Paragraph 3. The intent of this provision is that generally the Security Interests of the following parties will enjoy priority over ACTRA's Security Interest: chartered banks, trust companies, or other recognized lending institutions, government funded financiers, and subject to the prior written approval of ACTRA, other lenders or financiers that specifically require priority and that are providing project financing in respect of the Production.
5. The Debtor represents and warrants as follows:
 - (a) Debtor's Legal name, principal place of business and mailing address (if the Debtor is an individual, his/her birth date must be supplied)
Back 40 Pictures Inc.
131 Bloor St. W. Suite 818, Toronto, Ontario
M5S-1S3

(b) Address at which the Debtor keeps its records concerning accounts and contracts with respect to which a Security Interest is herein granted (if different than above)

(c) The negatives in connection with the Production will be processed by

N/A

(d) The positive copies of the Production for distribution will be made by

Urban Post 22 Boston Toronto

(e) The Debtor is duly organized and exists under the laws of the province/state/country of Ontario, and is not restricted by its charter documents or otherwise from entering into this Security Agreement.

(f) The copyright in Production has been or upon its completion will be duly registered in the following countries: _____ free and clear of adverse claims and liens other than those created hereby or as disclosed in Paragraph 3 hereof

(g) If the Debtor is not the Producer, that the Producer is _____ and its place of business is _____

(h) It is in receipt of a copy of the IPA, this Security Agreement, and the Standard Security Terms.

In witness whereof the Debtor has executed this Security Agreement

at Toronto this Oct 29th day of October, 2018

Debtor

Per

[Signature]
(signature)
John Vidette
(print name and title)

Per

[Signature]
(signature)
Michael Walter
(print name and title) Co. President

Acknowledgment

ACTRA Branch

Per

[Signature]
(signature)
ALISTAIR HEPBURN
Director
Film, Television & Digital Media
ACTRA Toronto
(print name, title, and branch)

Date

Oct 31 / 18
(day/month/year)

ACTRA Performers' Rights Society

Per

[Signature]
(signature)
(print name and title)
Max Wagner
Assistant Director
ACTRA
Performers' Rights Society

APPENDIX L**To the Second Report of the Receiver**

Your Ref No. 118-157479-SMITRA
Liens : 4 Pages : 10

Searched : 31MAY2022 08:55 AM
Printed : 31MAY2022 08:54 AM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:54:01
ACCOUNT : 009233-0001 FAMILY : 1 OF 4 ENQUIRY PAGE : 1 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

00 FILE NUMBER : 740023425 EXPIRY DATE : 01JUN 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20180601 1107 1590 1501 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: BACK 40 PICTURES INC.

OCN :
04 ADDRESS : 210 MARTINDALE ROAD, SUITE C
CITY : ST. CATHARINES PROV: ON POSTAL CODE: L2S 0B2
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MEDIA FINANCE CAPITAL LIMITED

09 ADDRESS : 22 MANCHESTER SQUARE
CITY : LONDON PROV: UK POSTAL CODE: W1U 3PT
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: GOODMAN'S LLP (C. STAMEGNA)

17 ADDRESS : 3400-333 BAY ST
CITY : TORONTO PROV: ON POSTAL CODE: M5H 2S7

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:54:04
ACCOUNT : 009233-0001 FAMILY : 1 OF 4 ENQUIRY PAGE : 2 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

396

FILE NUMBER 740023425
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20180606 1900 1590 1902
21 REFERENCE FILE NUMBER : 740023425
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BACK 40 PICTURES INC.

25 OTHER CHANGE:
26 REASON: TO INCLUDE AN ADDITIONAL ADDRESS OF THE DEBTOR
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: BACK 40 PICTURES INC.

OCN:
04/07 ADDRESS: P.O. BOX 106
CITY: RIDGEVILLE PROV: ON POSTAL CODE: L0S 1C0
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOODMAN'S LLP (C. STAMEGNA)
17 ADDRESS : 3400-333 BAY ST
CITY : TORONTO PROV : ON POSTAL CODE : M5H 2S7

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:54:07
ACCOUNT : 009233-0001 FAMILY : 1 OF 4 ENQUIRY PAGE : 3 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

397

FILE NUMBER 740023425
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20180611 0927 1590 2107
21 REFERENCE FILE NUMBER : 740023425
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BACK 40 PICTURES INC.

25 OTHER CHANGE:
26 REASON: TO AMEND POSTAL CODE FOR THE ADDITIONAL ADDRESS FOR THE DEBTOR
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: BACK 40 PICTURES INC.

OCN:
04/07 ADDRESS: P.O. BOX 106
CITY: RIDGEVILLE PROV: ON POSTAL CODE: L0S 1M0
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOODMAN'S LLP (C. STAMEGNA)
17 ADDRESS : 3400-333 BAY ST
CITY : TORONTO PROV : ON POSTAL CODE : M5H 2S7

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:54:10
ACCOUNT : 009233-0001 FAMILY : 1 OF 4 ENQUIRY PAGE : 4 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

398

FILE NUMBER 740023425
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20180803 1439 1590 6170
21 REFERENCE FILE NUMBER : 740023425
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BACK 40 PICTURES INC.

25 OTHER CHANGE:
26 REASON: TO AMEND DEBTOR'S ADDRESS
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: BACK 40 PICTURES INC.

OCN:
04/07 ADDRESS: 131 BLOOR STREET WEST, SUITE 818
CITY: TORONTO PROV: ON POSTAL CODE: M5S 1S3
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GOODMAN'S LLP (C. STAMEGNA/JW)
17 ADDRESS : 3400-333 BAY ST
CITY : TORONTO PROV : ON POSTAL CODE : M5H 2S7

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:54:14
ACCOUNT : 009233-0001 FAMILY : 2 OF 4 ENQUIRY PAGE : 5 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

399

00 FILE NUMBER : 741257127 EXPIRY DATE : 05JUL 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20180705 1052 1862 7258 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: BACK 40 PICTURES INC.

OCN :

04 ADDRESS : 210 MARTINDALE RD., SUITE C
CITY : ST. CATHARINES PROV: ON POSTAL CODE: L2S 0B2
05 IND DOB : IND NAME:
06 BUS NAME: BACK 40 PICTURES INC.

OCN :

07 ADDRESS : P.O. BOX 106
CITY : RIDGEVILLE PROV: ON POSTAL CODE: L0S 1M0

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA

09 ADDRESS : 1 PLACE VILLE MARIE, 8TH FLOOR
CITY : MONTREAL PROV: PQ POSTAL CODE: H3B 1Z8

CONS.	GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	DATE OF	OR	NO	FIXED
								MATURITY			MAT DATE
10	X	X	X	X	X	X					
	YEAR	MAKE			MODEL			V.I.N.			

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CYBERBAHN

17 ADDRESS : 400-333 BAY STREET
CITY : TORONTO PROV: ON POSTAL CODE: M5H 2R2

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:54:17
ACCOUNT : 009233-0001 FAMILY : 2 OF 4 ENQUIRY PAGE : 6 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

400

FILE NUMBER 741257127
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 001 MV SCHED: 20180807 1600 1862 9771
21 REFERENCE FILE NUMBER : 741257127
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: BACK 40 PICTURES INC.

25 OTHER CHANGE:
26 REASON: AMENDMENT TO CHANGE DEBTOR ADDRESS.
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: BACK 40 PICTURES INC.

OCN:
04/07 ADDRESS: 131 BLOOR STREET, SUITE 818
CITY: TORONTO PROV: ON POSTAL CODE: M5S 1S3
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CYBERBAHN
17 ADDRESS : 400-333 BAY STREET
CITY : TORONTO PROV : ON POSTAL CODE : M5H 2R2

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:54:21
ACCOUNT : 009233-0001 FAMILY : 3 OF 4 ENQUIRY PAGE : 7 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

401

00 FILE NUMBER : 741929463 EXPIRY DATE : 24JUL 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20180724 1339 1862 8546 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: BACK 40 PICTURES INC.

OCN :

04 ADDRESS : 131 BLOOR STREET WEST, SUITE 818
CITY : TORONTO PROV: ON POSTAL CODE: M5S 1S3
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
AMCOMRI LIMITED PARTNERSHIP AND IT'S GENERAL PARTNER AMCOMRI GP BVI LIM

09 ADDRESS : C/O 21A BROOK'S MEWS
CITY : LONDON, UNITED KINGDOM PROV: POSTAL CODE: W1K 4DZ

CONS.	GOODS	INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
	10	X	X	X	X	X			
		YEAR MAKE			MODEL		V.I.N.		

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: DENTONS CANADA LLP - JODI BORRELLI

17 ADDRESS : 77 KING STREET WEST, SUITE 400 TD CENTRE
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:54:24
ACCOUNT : 009233-0001 FAMILY : 3 OF 4 ENQUIRY PAGE : 8 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

402

00 FILE NUMBER : 741929463 EXPIRY DATE : 24JUL 2023 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20180724 1339 1862 8546 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME: OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
ITED
09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:54:27
ACCOUNT : 009233-0001 FAMILY : 4 OF 4 ENQUIRY PAGE : 9 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

403

00 FILE NUMBER : 745412094 EXPIRY DATE : 01NOV 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20181101 0957 1862 5604 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: BACK 40 PICTURES INC.

OCN :

04 ADDRESS : 131 BLOOR ST. W, SUITE 818
CITY : TORONTO PROV: ON POSTAL CODE: M5S 1S3
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

ACTRA PERFORMERS' RIGHTS SOCIETY

09 ADDRESS : 625 CHURCH STREET, SUITE 300
CITY : TORONTO PROV: ON POSTAL CODE: M4Y 2G1

CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY PURSUANT TO A
14 SECURITY AGREEMENT MADE BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY
15 IN RESPECT OF THE PRODUCTION CURRENTLY TITLED "RABID".
16 AGENT: ACTRA PERFORMERS' RIGHTS SOCIETY
17 ADDRESS : 625 CHURCH STREET, SUITE 300
CITY : TORONTO PROV: ON POSTAL CODE: M4Y 2G1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/31/2022
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:54:30
ACCOUNT : 009233-0001 FAMILY : 4 OF 4 ENQUIRY PAGE : 10 OF 10
FILE CURRENCY : 30MAY 2022
SEARCH : BD : BACK 40 PICTURES INC.

404

00 FILE NUMBER : 745412094 EXPIRY DATE : 01NOV 2023 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20181101 0957 1862 5604 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME: OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
ACTRA
09 ADDRESS : 625 CHURCH STREET, SUITE 300
CITY : TORONTO PROV: ON POSTAL CODE: M4Y2G1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF REPORT

APPENDIX M**To the Second Report of the Receiver**

District of: Ontario
 Division No.09-Toronto
 Court No.: CV-20-00642755-00CL
 Estate No.: 31-459031

**In the Matter of the Receivership of
 Back 40 Pictures Inc.
 of the City of Toronto, in the Province of Ontario
 Interim Statement of Receipts and Disbursements
 for the Period July 9, 2020 to May 30, 2022**

RECEIPTS

Advances from Secured Creditor	\$ 169,178.89
Interest	\$ 0.53

TOTAL RECEIPTS	\$ 169,179.42
-----------------------	----------------------

DISBURSEMENTS

Accounting Services	\$ 13,400.00
Consulting Fees	25,326.33
CAVCO Application Fee	1,728.10
Federal and Provincial Taxes	
HST on Disbursements Exclusive of Fees	5,034.43
HST on Legal Fees	1,972.83
HST on Receiver's Fees and Costs	13,354.44
Fees Paid to Official Receiver	70.00
Legal Fees and Disbursements	15,503.42
Receiver's Fees and Disbursements	81,489.34

TOTAL DISBURSEMENTS	\$ 157,878.89
----------------------------	----------------------

CASH ON HAND	\$ 11,300.53
---------------------	---------------------

APPENDIX N**To the Second Report of the Receiver**

Court File No.: CV-20-00642755-00CL

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

THE ROYAL BANK OF CANADA

Applicant

- and -

Back 40 Pictures Inc.

Respondent

AFFIDAVIT OF RICHARD WILLIAMS
(sworn June 2, 2022)

I, Richard Williams, of the Town of Whitchurch-Stouffville, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a Chartered Insolvency and Restructuring Professional and Licensed Insolvency Trustee qualified to practice in the Province of Ontario, and am a Senior Vice-President of Deloitte Restructuring Inc. ("**Deloitte**"), the Court-appointed receiver (the "**Receiver**") of the books and records of Back 40 Pictures Inc. (the "**Debtor**"). Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. Deloitte was appointed as Receiver pursuant to the Order granted by the Honourable Mr. Justice McEwen dated July 9, 2020 (the "**Appointment Order**").
3. Attached hereto and marked as **Exhibit "A"** is a copy of the invoices rendered by the Receiver in respect of the periods from January 30, 2021 to March 31, 2022. The invoices contain the fees (including details of the billing rates and total hours of each of the members of Deloitte who acted on behalf of the Receiver in these proceedings), disbursements and HST charged by Deloitte in these proceedings.

4. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the invoices in Exhibit "A", the total billable hours charged, the total fees charged and the average hourly rate charged. The Receiver expended a total of 87.0 hours in connection with this matter during the period from January 30, 2021 to March 31, 2022, giving rise to fees and disbursements totalling \$45,110.18, exclusive of HST.
5. The Receiver estimates that its fees and disbursements to complete the administration of the estate will be approximately \$20,000.00, exclusive of HST.
6. To the best of my knowledge, Deloitte's rates and disbursements are consistent with those in the market for these types of matters and the hourly billing rates charged by Deloitte are comparable to the rates charged by Deloitte for services rendered in similar proceedings.

SWORN BEFORE ME via video conference,
on June 2, 2022.



Commissioner for Taking Affidavits



RICHARD WILLIAMS CPA, CIRP, LIT

Attached is Exhibit "A" Referred to in the
AFFIDAVIT OF RICHARD WILLIAMS

Sworn before me

This 2nd day of June, 2022

A handwritten signature in black ink, appearing to be the name of the Commissioner for taking Affidavits, etc.

Commissioner for taking Affidavits, etc.


Invoice 8001723340
Deloitte LLP

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: John Vidette
Back 40 Pictures Inc. c/o Deloitte Restructuring Inc.
200-8 Adelaide St. W.
Toronto ON M5A 0A9
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: April 05, 2021
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth

HST Registration : 133245290RT0001

For professional services rendered
Fees

For Professional Services rendered by Deloitte Restructuring Inc. for the period February 1, 2021 to March 31, 2021, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

Sales Tax

HST applicable	10,475.00
Administrative Expense	314.25
HST at 13.00 %	<u>1,402.60</u>
Total Amount Due (CAD)	<u>12,191.85</u>



**Appendix #1
Summary of Fees**

Name	Level	Hours	Rate	Amount
Sleeth, Jordan	Partner	0.5	625.00	312.50
Bricks, Hartley	Director	1.0	550.00	550.00
Williams, Richard	Senior Manager	18.6	500.00	9,300.00
Brown, Rose	Manager	0.5	325.00	162.50
Conorton, Laura	Consultant	0.6	250.00	150.00
Total Professional Hours and Fees		21.2		10,475.00
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				10,475.00



Appendix #2

Work performed from February 1, 2021 to March 31, 2021

Date	Name	Narrative	Hours
1-Feb-21	Williams, Richard	Review of licensor income accounting forwarded by J. Vidette.	0.2
2-Feb-21	Williams, Richard	Email A. Baird, M. Skolnik.	0.1
3-Feb-21	Williams, Richard	Emails M. Walker, A. Baird. Review Library and Archives Canada site and submit enquiry regarding Letter of Acceptance. Emails E. Todd, J. Vidette re: LAC deliveries.	0.6
4-Feb-21	Williams, Richard	Emails A. Baird, E. Roditis.	0.2
8-Feb-21	Williams, Richard	Review J. Vidette email attaching Solotech invoice / statement.	0.1
11-Feb-21	Williams, Richard	Review of A. Baird email and CAVCO receipt. Emails M. Walker, A. Baird. Download independence questionnaire and send same to V. Cheng. Emails M. Skolnick.	0.6
12-Feb-21	Williams, Richard	Review M. Skolnick email to M. Walker and attachments.	0.2
16-Feb-21	Williams, Richard	Emails J. Vidette, I. Bogdanovich.	0.2
17-Feb-21	Williams, Richard	Emails R. Cajole, I. Bogdanovich. Emails A. Baird, E. Roditis.	0.3
19-Feb-21	Williams, Richard	T/c S. Yu re: HST audit. Email M. Skolnik, T. Walden.	0.2
22-Feb-21	Williams, Richard	T/c T. Walden re: HST audit.	0.2
24-Feb-21	Williams, Richard	Emails M. Walker, M. Skolnik. T/c I. Bogdanovich.	0.5
25-Feb-21	Williams, Richard	T/c and emails I. Bogdanovich.	0.2
26-Feb-21	Williams, Richard	Review M. Walker email. Review OMDC updates posted on website. Emails J. Vidette, M. Walker. Emails UP, D. Peel.	0.7
4-Mar-21	Williams, Richard	Review Ontario Creates deliverables. Emails M. Walker, J. Vidette.	0.2
8-Mar-21	Brown, Rose	Trust Banking Administration - Confirm wire received and send detail to RW.	0.1
8-Mar-21	Williams, Richard	Email I. Bogdanovich re: funding request.	0.1
9-Mar-21	Williams, Richard	Emails D. Peel, M. Skolnik, I. Bogdanovich. Trust administration. T/c T. Walden.	0.6
10-Mar-21	Williams, Richard	Emails J. Vidette, T. Walden. Review OMDC info requests.	0.6
10-Mar-21	Brown, Rose	Trust Banking Administration - Disbursement cheques.	0.4
15-Mar-21	Williams, Richard	Emails M. Skolnik, T. Walden.	0.2
16-Mar-21	Williams, Richard	Email R. Warburton.	0.2

Date	Name	Narrative	Hours
17-Mar-21	Williams, Richard	T/c S. Yu re: HST audit. T/c T. Walden. T/c, emails R. Cajolet re: amounts owing to Solotech. Email J. Vidette.	0.5
17-Mar-21	Williams, Richard	Review legal account. Emails S. Mitra. Prepare funding requirement estimate. Emails T. Walden. Scheduling emails w/ J. Satin and S. Mitra. Status update call with BTS. Review HST audit correspondence. Email D. Peel. Review updated PPSA, email S. Mitra.	2.5
18-Mar-21	Williams, Richard	Emails C. Doyle, I. Bogdanovich. Review and edit draft KWCA engagement letter for 2020NTR. Emails M. Skolnik. Emails D. Peel, L. Law. Prepare Urban Post payment instruction. Review audit notice from CRA. Review draft motion materials and email S. Mitra.	1.3
18-Mar-21	Conorton, Laura	Processing wire to urban post productions	0.6
19-Mar-21	Williams, Richard	T/c I. Bogdanovich. Emails L. Law. Arrange courier.	0.7
22-Mar-21	Williams, Richard	Emails S. Mitra, E. Roditis. Draft first report and affidavit of fees.	2.8
24-Mar-21	Sleeth, Jorden	Review first report, fee affidavit and provide comments.	0.5
24-Mar-21	Bricks, Hartley	QA review of report to court	1.0
24-Mar-21	Williams, Richard	Emails T. Walden, J. Vidette, M. Walker. Review comments on draft report. Revise report and email revised draft to J. Sleeth and S. Mitra. Review comments J. Sleeth.	1.0
25-Mar-21	Williams, Richard	Update draft affidavit re: J. Sleeth comments. Emails E. Todd, M. Walker re: Telefilm. Emails J. Vidette.	0.4
26-Mar-21	Williams, Richard	Emails J. Vidette, EP Canada. Email E. Todd. T/c CRA and email T. Walden re: HST returns. Review S. Mitra comments on report and revise same. Review draft affidavit of fees and update report.	1.4
31-Mar-21	Williams, Richard	Emails J. Vidette, M. Walker, S. Mitra, D. Gilberry. T/c S. Mitra re: remote swearing of affidavit. Discuss D. Gilberry email. Finalize report and emails J. Sleeth, N. Gates. Email D. Gilberry re: proceedings against other collateral. Emails M. Walker.	1.8
Total			21.2


Invoice 8001790972
Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: John Vidette
Back 40 Pictures Inc. c/o Deloitte Restructuring Inc.
200-8 Adelaide St. W.
Toronto ON M5A 0A9
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: May 04, 2021
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth

HST Registration : 122893605RT0001

For professional services rendered
Fees

By Deloitte Restructuring Inc. for the period April 1, 2021 to April 30, 2021, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

HST applicable	2,712.00
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Expense

Out-of-pocket Expenses

HST applicable	30.80
Administrative Expense	81.36

Sales Tax

HST at 13.00 %	367.14
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Total Amount Due (CAD)	3,191.30
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Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Williams, Richard	Senior Manager	4.8	500.00	2,400.00
Brown, Rose	Consultant	0.5	250.00	125.00
Conorton, Laura	Consultant	0.4	250.00	100.00
Keene, Ashley	Senior	0.3	290.00	87.00
Total Professional Hours and Fees		6.0		2,712.00
Out-of-pocket Expenses				30.80
Total Fees and Expenses (CAD)				2,742.80



Appendix #2

Work performed from April 1, 2021 to April 30, 2021

Date	Name	Narrative	Hours
1-Apr-21	Williams, Richard	Emails D. Kennedy, M. Skolnik. Emails R. Kennedy re: service list.	0.4
5-Apr-21	Williams, Richard	Emails I. Bogdanovich, M. Skolnick.	0.1
6-Apr-21	Williams, Richard	Emails M. Skolnick. Email A. Baird requesting status update.	0.1
8-Apr-21	Williams, Richard	T/c R. Kennedy.	0.2
9-Apr-21	Williams, Richard	Emails R. Kennedy, S. Mitra. Emails E. Todd, D. Peel re: DCP. Various emails Urban Post re replacement drive.	0.6
12-Apr-21	Williams, Richard	Process payment instruction to Urban Post. Emails J. Satin, S. Mitra re: MFC.	0.1
12-Apr-21	Conorton, Laura	Completion of wire to Urban Post; processing, admin	0.4
14-Apr-21	Williams, Richard	Arrange DCP courier. T/c, emails S. Mitra, C. Doyle, court office re hearing tomorrow.	0.5
15-Apr-21	Keene, Ashley	Website update.	0.1
15-Apr-21	Williams, Richard	Emails S. Mitra, A. Keene. Attend court hearing. Emails I. Bogdanovich, M. Walker. Emails re DCP courier.	0.8
16-Apr-21	Brown, Rose	Review disbursements and prepare GL report and disbursement report and send to RW.	0.5
16-Apr-21	Williams, Richard	Receipt and review of issued order and endorsement. Execute KWCA engagement letter and email E. Roditis. Letter I. Bogdanovich, review disbursements. Emails M. Walker.	1.1
16-Apr-21	Keene, Ashley	Website updates.	0.2
21-Apr-21	Williams, Richard	Review OMDC portal and emails A. Baird.	0.2
29-Apr-21	Williams, Richard	Emails M. Skolnik, M. Walker.	0.2
30-Apr-21	Williams, Richard	Email from J. Vidette attaching correspondence re: HST returns and review of same. Emails M. Skolnick, J. Vidette. Emails M. Walker, BTS re: OMDC Fund. Emails I. Bogdanovich.	0.5
Total			6.0


Invoice 8001880552
Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: John Vidette
Back 40 Pictures Inc. c/o Deloitte Restructuring Inc.
200-8 Adelaide St. W.
Toronto ON M5A 0A9
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: June 07, 2021
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth

HST Registration : 122893605RT0001

For professional services rendered
Fees

By Deloitte Restructuring Inc. for the period May 1, 2021 to May 31, 2021, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

Sales Tax

HST applicable	5,425.00
Administrative Expense	162.75
HST at 13.00 %	<u>726.41</u>
Total Amount Due (CAD)	<u>6,314.16</u>



Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Williams, Richard	Senior Manager	10.4	500.00	5,200.00
Brown, Rose	Consultant	0.4	250.00	100.00
Conorton, Laura	Consultant	0.5	250.00	125.00
Total Professional Hours and Fees		11.3		5,425.00
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				5,425.00



Appendix #2

Work performed from May 1, 2021 to May 31, 2021

Date	Name	Narrative	Hours
4-May-21	Williams, Richard	Email I. Bogdanovich.	0.1
6-May-21	Williams, Richard	Emails M. Walker. T/c I. Bogdanovich.	0.5
7-May-21	Brown, Rose	Trust Banking Administration - Confirm wire received and prepare Disbursement wire and input into Ascend.	0.4
7-May-21	Conorton, Laura	Processing of wire to Aird & Berlis; filing, admin	0.5
7-May-21	Williams, Richard	Prepare wire receipt and disbursement instructions. Emails E. Todd. Approve wire release. Email M. Walker.	0.8
10-May-21	Williams, Richard	Emails M. Skolnick, E. Todd, J. Vidette, S. Walden.	0.3
11-May-21	Williams, Richard	Review emails forwarded by J. Vidette, including Telefilm default notice. Email to Telefilm attaching information provided and noting stay of proceedings in order. Email M. Walker requesting meeting. Emails E. Todd, J. Vidette. Review status of OC.	1.5
12-May-21	Williams, Richard	Emails M. Walker, M. Skolnick, G. Stad.	0.5
13-May-21	Williams, Richard	Email J. Vidette re Telefilm authorization. Forward same G. Stad and request meeting. T/c S. Mitra. Emails M. Sassi and J. Satin re: status of realization and next steps.	1.2
14-May-21	Williams, Richard	Email S. Walden.	0.1
17-May-21	Williams, Richard	Emails G. Stad, M. Skolnick.	0.2
18-May-21	Williams, Richard	Emails M. Skolnick. T/c G. Stad, M. Skolnick. Emails M. Walker, J. Vidette.	0.7
19-May-21	Williams, Richard	Review preliminary budget variance report, emails M. Walker, M. Skolnick.	0.3
20-May-21	Williams, Richard	Various T/c and emails S. Mitra, J. Satin, M. Sassi re: MFC enforcement issue.	1.0
20-May-21	Williams, Richard	Review SF distribution agreement. Emails J. Vidette re exploitation reports. Emails T. Walden re HST audit. T/c M. Walker. Review email from M. Sassi attaching demands and NITES from MFC. Emails S. Mitra. T/c T. Walden. T/c D. Kennedy - left message.	1.8
21-May-21	Williams, Richard	Email J. Vidette.	0.1
25-May-21	Williams, Richard	Emails J. Vidette, S. Mitra. Review Shout Factory revenue report. T/c D. Kennedy. Emails A. Baird, D. Kennedy. Emails G. Stad.	0.7
26-May-21	Williams, Richard	Emails M. Walker, M. Skolnick.	0.1


Invoice 8001990588
Deloitte LLP

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

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200-8 Adelaide St. W.
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Canada

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www.deloitte.ca

Date: August 04, 2021
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth
HST Registration : 133245290RT0001

For professional services rendered
Fees

By Deloitte Restructuring Inc. for the period June 1, 2021 to July 31, 2021, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

Sales Tax

HST applicable	5,430.00
Administrative Expense	162.90
HST at 13.00 %	<u>727.08</u>
Total Amount Due (CAD)	<u>6,319.98</u>



Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Williams, Richard	Director	9.6	550.00	5,280.00
Conorton, Laura	Consultant	0.6	250.00	150.00
Total Professional Hours and Fees		10.2		5,430.00
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				5,430.00



Appendix #2

Work performed from June 1, 2021 to July 31, 2021

Date	Name	Narrative	Hours
2-Jun-21	Williams, Richard	Emails G. Stad, M. Skolnick, M. Walker.	0.2
7-Jun-21	Williams, Richard	Access Dialogue platform and emails M. Walker.	0.4
8-Jun-21	Williams, Richard	Disbursement reconciliation and letter D. Kennedy. Emails D. Kennedy. Emails M. Walker, G. Stad. Review Film Mode termination agreement and draft CAMA agreement. T/c M. Walker. Review exploitation reports provided by M. Walker.	1.5
9-Jun-21	Williams, Richard	Review CAMA and send to G. Stad. Emails M. Walker, M. Skolnick re: variance report. Emails G. Stad. Emails M. Walker, M. Skolnick re: Telefilm submissions.	0.5
10-Jun-21	Williams, Richard	Email M. Walker.	0.1
11-Jun-21	Williams, Richard	Emails D. Kennedy. Emails G. Stad, M. Walker.	0.2
14-Jun-21	Williams, Richard	Emails M. Walker. Review OMDC deliverable.	0.2
15-Jun-21	Williams, Richard	Emails M. Walker, A. Baird.	0.2
16-Jun-21	Williams, Richard	Receipt and review of legal account.	0.1
18-Jun-21	Williams, Richard	Emails M. Walker, M. Skolnick, G. Stad.	0.2
21-Jun-21	Williams, Richard	Email M. Walker. Emails G. Stad. T/c G. Stad. Email D. Kennedy.	0.5
22-Jun-21	Williams, Richard	Emails G. Stad, M. Walker, M. Skolnick re outstanding Telefilm deliverables.	0.3
25-Jun-21	Williams, Richard	Review incoming mail and emails R. Brown.	0.1
30-Jun-21	Williams, Richard	Review Telefilm deliverables and email M. Walker.	0.3
5-Jul-21	Conorton, Laura	Processing wires from Back 40 to Aird & Berlis and DRI; admin, filing	0.6
5-Jul-21	Williams, Richard	Emails M. Walker, Telefilm. Review exploitation reports and submit Q1-2020 results from A71. Email M. Walker, J. Vidette. Review and authorize wire transfers. T/c S. Yu re HST audit.	1.2
6-Jul-21	Williams, Richard	Emails from J. Vidette, M. Walker. Review additional exploitation reports provided.	0.5
7-Jul-21	Williams, Richard	Emails M. Walker and review of additional exploitation report. Email T. Walden, M. Skolnik re bookkeeping.	0.3
8-Jul-21	Williams, Richard	Email T. Walden.	0.1

Date	Name	Narrative	Hours
9-Jul-21	Williams, Richard	Prepare letter to S. Yu enclosing financial statements and AP listing.	0.5
11-Jul-21	Williams, Richard	Email from A. Baird attaching COE and Part B certificate and review of same. Email M. Skolnick.	0.2
13-Jul-21	Williams, Richard	Emails A. Baird re: CAVCO certificate and CRA filing.	0.1
19-Jul-21	Williams, Richard	Email J. Vidette. Email M. Walker.	0.2
20-Jul-21	Williams, Richard	Review and tabulate exploitation reports. Emails M. Walker. Emails S. Zhu re: CAVCO certificate. Email T. Walden re: bookkeeping.	1.0
21-Jul-21	Williams, Richard	Emails S. Mitra.	0.1
27-Jul-21	Williams, Richard	Email T. Walden.	0.1
30-Jul-21	Williams, Richard	Draft second interim report of receiver.	0.5
Total			10.2

Date	Name	Narrative	Hours
27-May-21	Williams, Richard	Email T. Walden re HST audit. Emails M. Walker, M. Skolnick re Telefilm issue.	0.3
28-May-21	Williams, Richard	Emails G. Stad.	0.2
Total			11.3


Invoice 8002109319
Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: John Vidette
Back 40 Pictures Inc. c/o Deloitte Restructuring Inc.
200-8 Adelaide St. W.
Toronto ON M5A 0A9
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: October 04, 2021
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth
HST Registration : 122893605RT0001

For professional services rendered
Fees

Rendered by Deloitte Restructuring Inc. for the period August 1, 2021 to September 30, 2021, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

HST applicable	2,418.00
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Expense

Out-of-pocket Expenses

HST applicable	25.12
Administrative Expense	72.54

Sales Tax

HST at 13.00 %	327.04
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Total Amount Due (CAD)	2,842.70
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Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Williams, Richard	Senior Manager	3.8	500.00	1,900.00
Brown, Rose	Manager	0.4	420.00	168.00
Conorton, Laura	Consultant	1.4	250.00	350.00
Total Professional Hours and Fees		5.6		2,418.00
Out-of-pocket Expenses				25.12
Total Fees and Expenses (CAD)				2,443.12



Appendix #2

Work performed from August 1, 2021 to September 30, 2021

Date	Name	Narrative	Hours
4-Aug-21	Williams, Richard	Emails M. Walker.	0.1
11-Aug-21	Williams, Richard	Emails M. Skolnick, P. Gordon, E. Todd.	0.5
16-Aug-21	Williams, Richard	Emails Telefilm, M. Walker.	0.2
17-Aug-21	Williams, Richard	Emails D. Kennedy, G. Stad.	0.3
17-Aug-21	Conorton, Laura	Correspondence with RBC re incoming wire and bank account transaction balance	0.2
18-Aug-21	Williams, Richard	Emails M. Walker, M. Skolnick.	0.1
20-Aug-21	Williams, Richard	Emails M. Walker. T/c S. Yu - left message.	0.2
23-Aug-21	Williams, Richard	T/c and emails S. Yu, Telefilm, M. Walker, J. Vidette, T. Walden.	0.5
24-Aug-21	Conorton, Laura	Processing wire to Aird & Berlis LLP	0.5
25-Aug-21	Williams, Richard	Emails M. Walker, updates to Dialogue site.	0.1
26-Aug-21	Williams, Richard	Email M. Walker.	0.1
30-Aug-21	Williams, Richard	Emails M. Walker.	0.1
1-Sep-21	Conorton, Laura	Processing wire to DRI	0.5
1-Sep-21	Brown, Rose	Trust Banking Administraiton - Prepare deposit and take to bank.	0.4
15-Sep-21	Williams, Richard	Emails D. Kennedy.	0.2
17-Sep-21	Williams, Richard	Email M. Walker.	0.1
20-Sep-21	Williams, Richard	Emails M. Walker, S. Zhu, T. Walden, M. Skolnick et al. to request updates on outstanding issues. Email G. Stad re Telefilm advance.	0.4
23-Sep-21	Williams, Richard	Emails D. Kennedy, M. Skolnik.	0.1
24-Sep-21	Williams, Richard	Emails S. Mitra, R. Brown.	0.1
24-Sep-21	Conorton, Laura	Reviewing processing of payment from August 2021	0.1
27-Sep-21	Williams, Richard	Emails S. Mitra. Trust account review and disbursement processing.	0.5
28-Sep-21	Conorton, Laura	Printing and filing of cheque to A&B	0.1
30-Sep-21	Williams, Richard	Emails M. Skolnick, D. Kennedy.	0.2
Total			5.6


Invoice 8002253982
Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: John Vidette
Back 40 Pictures Inc. c/o Deloitte Restructuring Inc.
200-8 Adelaide St. W.
Toronto ON M5A 0A9
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: December 07, 2021
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth
HST Registration : 122893605RT0001

For professional services rendered
Fees

For Professional Services rendered by Deloitte Restructuring Inc. for the period October 1, 2021 to November 30, 2021, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

Sales Tax

HST applicable	2,470.00
Administrative Expense	74.10
HST at 13.00 %	<u>330.73</u>
Total Amount Due (CAD)	<u>2,874.83</u>

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Williams, Richard	Director	4.4	550.00	2,420.00
Conorton, Laura	Consultant	0.2	250.00	50.00
Total Professional Hours and Fees		4.6		2,470.00
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				2,470.00



Appendix #2

Work performed from October 1, 2021 to November 30, 2021

Date	Name	Narrative	Hours
5-Oct-21	Williams, Richard	Reconciliation of disbursements and emails with trust administration. Letter D. Kennedy.	0.7
5-Oct-21	Conorton, Laura	Obtaining backup on transactions for R. Williams; correspondence to RBC	0.2
15-Oct-21	Williams, Richard	Emails D. Kennedy, T. Walden, M. Skolnick, J. Vidette.	0.5
21-Oct-21	Williams, Richard	Emails R. Brown.	0.1
26-Oct-21	Williams, Richard	Creditor correspondence.	0.2
3-Nov-21	Williams, Richard	Emails G. Stad, M. Walker.	0.2
4-Nov-21	Williams, Richard	Emails M. Skolnick, G. Stad.	0.3
5-Nov-21	Williams, Richard	Review emails M. Skolnick, M. Walker, V. Cheng. Emails D. Kennedy re CRA audit.	0.7
9-Nov-21	Williams, Richard	Email M. Walker.	0.1
10-Nov-21	Williams, Richard	T/c, emails M. Skolnick, D. Kennedy re status of CRA audit and potential recoveries.	0.6
11-Nov-21	Williams, Richard	Emails M. Walker, M. Skolnik, A. Hughes.	0.2
15-Nov-21	Williams, Richard	Review CRA audit letter.	0.2
17-Nov-21	Williams, Richard	Emails M. Walker, M. Skolnik.	0.2
18-Nov-21	Williams, Richard	Emails M. Walker, S. Donati.	0.1
23-Nov-21	Williams, Richard	T/c M. Walker.	0.3
Total			4.6


Invoice 8002313988
Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: John Vidette
Back 40 Pictures Inc. c/o Deloitte Restructuring Inc.
200-8 Adelaide St. W.
Toronto ON M5A 0A9
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: January 05, 2022
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth
HST Registration : 122893605RT0001

For professional services rendered
Fees

For Professional Services rendered by Deloitte Restructuring Inc. for the period December 1, 2021 to December 31, 2021, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

Sales Tax

HST applicable	2,251.00
Administrative Expense	67.53
HST at 13.00 %	<u>301.41</u>
Total Amount Due (CAD)	<u>2,619.94</u>



Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Williams, Richard	Director	3.1	550.00	1,705.00
Brown, Rose	Manager	1.3	420.00	546.00
Total Professional Hours and Fees		4.4		2,251.00
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				2,251.00



Appendix #2

Work performed from December 1, 2021 to December 31, 2021

Date	Name	Narrative	Hours
1-Dec-21	Williams, Richard	Email M. Walker, M. Skolnik re tax returns. Review TY2020 tax returns and send same to J. Vidette for signature.	0.5
6-Dec-21	Williams, Richard	Emails D. Kennedy, R. Brown. Prepare disbursement voucher. Emails J. Vidette, M. Walker.	0.5
6-Dec-21	Brown, Rose	Trust Banking Administration - Disbursement cheque. Review issue regarding funding by RBC. Prepare Accrual entry.	0.5
7-Dec-21	Brown, Rose	Trust Banking Administration - Review funds held with Accounting and confirm allocation with RW and Accounting Dept.	0.4
7-Dec-21	Williams, Richard	T/c, email M. Nicholson re tax returns. Emails R. Brown re trust accounting. Emails D. Kennedy.	0.4
8-Dec-21	Williams, Richard	Emails M. Nicholson, B. Martin, R. Brown, D. Kennedy.	0.2
9-Dec-21	Williams, Richard	Emails M. Nicholson, M. Skolnick.	0.2
10-Dec-21	Williams, Richard	Review fax from M. Nicholson. Emails M. Skolnick.	0.2
14-Dec-21	Williams, Richard	Emails RS Trust. Prepare deposit voucher. T/c S. Mitra. Emails J. Satin.	0.6
14-Dec-21	Brown, Rose	Trust Banking Administration - Deposit.	0.3
17-Dec-21	Williams, Richard	Review tax returns, financial statements and KW invoice. Emails M. Skolnick, RS Trust.	0.5
20-Dec-21	Brown, Rose	Discuss with RW - Payment of Legal bill.	0.1
Total			4.4


Invoice 8002385843
Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: John Vidette
Back 40 Pictures Inc. c/o Deloitte Restructuring Inc.
200-8 Adelaide St. W.
Toronto ON M5A 0A9
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: February 08, 2022
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth
HST Registration : 122893605RT0001

For professional services rendered
Fees

For the period January 1, 2022 to January 31, 2022, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

Sales Tax

HST applicable	3,836.00
Administrative Expense	115.08
HST at 13.00 %	<u>513.64</u>
Total Amount Due (CAD)	<u>4,464.72</u>



Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Williams, Richard	Director	6.0	550.00	3,300.00
Brown, Rose	Manager	0.9	420.00	378.00
Conorton, Laura	Consultant	0.4	250.00	100.00
Dew, Todd	Senior	0.2	290.00	58.00
Total Professional Hours and Fees		7.5		3,836.00
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				3,836.00



Appendix #2

Work performed from January 1, 2022 to January 31, 2022

Date	Name	Narrative	Hours
4-Jan-22	Williams, Richard	Review Telefilm emails. Emails RS Trust. Review general ledger and SRD. Prepare interim report of the receiver. Emails J. Sleeth. Fax to OSB. Emails M. Skolnick.	1.4
4-Jan-22	Brown, Rose	Trust Banking Administration - Pull Ascend reports and send to RW.	0.4
5-Jan-22	Williams, Richard	Trust administration. Emails D. Kennedy, R. Brown.	0.5
5-Jan-22	Dew, Todd	Trust Accounting	0.1
6-Jan-22	Brown, Rose	Trust Banking Adm - Wire instructions given to RW.	0.1
6-Jan-22	Williams, Richard	Review of M. Skolnick email and attached spreadsheet on revisions to labour costs. Email M. Skolnick. Emails D. Kennedy, R. Brown.	0.6
7-Jan-22	Williams, Richard	Email M. Skolnick re labour calculation.	0.1
10-Jan-22	Williams, Richard	Email M. Walker re producer reports. Emails M. Skolnick re CRA audit.	0.2
14-Jan-22	Williams, Richard	Emails M. Walker, G. Stad.	0.3
18-Jan-22	Williams, Richard	Emails M. Skolnick.	0.1
24-Jan-22	Williams, Richard	Review M. Walker email re producer reports. Emails Telefilm re access to Dialogue. Review exploitation reports and attempt upload to Dialogue. T/c and calls with Telefilm.	1.0
25-Jan-22	Williams, Richard	Finalize and submit Telefilm exploitation report. Emails Telefilm.	0.5
26-Jan-22	Williams, Richard	Emails Telefilm, BTS. Review Telefilm agreement T/c M. Skolnick. Emails D. Kennedy. Approve disbursement for accountant fees.	1.0
26-Jan-22	Dew, Todd	Trust accounting	0.1
26-Jan-22	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.3
27-Jan-22	Brown, Rose	Scan and save on Q Drive, Prepare cheque for mailing.	0.1
31-Jan-22	Conorton, Laura	Reviewing receipt of funds, correspondence with RBC, processing receipt and filing	0.4
31-Jan-22	Williams, Richard	Emails D. Kennedy, RS Trust. Prepare receipt voucher.	0.3
Total			7.5


Invoice 8002438671
Deloitte Restructuring Inc.

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: John Vidette
Back 40 Pictures Inc. c/o Deloitte Restructuring Inc.
200-8 Adelaide St. W.
Toronto ON M5A 0A9
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: March 03, 2022
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth
HST Registration : 122893605RT0001

For professional services rendered
Fees

For Professional Services rendered by Deloitte Restructuring Inc. for the period February 1, 2022 to February 28, 2022, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

Sales Tax

HST applicable	3,879.00
Administrative Expense	116.37
HST at 13.00 %	<u>519.40</u>
Total Amount Due (CAD)	<u>4,514.77</u>


Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Williams, Richard	Director	6.9	550.00	3,795.00
Brown, Rose	Manager	0.2	420.00	84.00
Total Professional Hours and Fees		7.1		3,879.00
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				3,879.00



Appendix #2

Work performed from February 1, 2022 to February 28, 2022

Date	Name	Narrative	Hours
2-Feb-22	Williams, Richard	Emails M. Skolnick.	0.2
3-Feb-22	Williams, Richard	Emails M. Skolnick. Review Ontario Creates questions list.	0.3
8-Feb-22	Williams, Richard	Emails M. Skolnick. Review HST filing schedule and NOA for tax credits. Email D. Kennedy.	0.5
9-Feb-22	Williams, Richard	Reconcile professional fees. Correspondence D. Kennedy. T/c S. Mitra. T/c M. Skolnick. T/c D. Kennedy. Draft reporting email.	1.5
10-Feb-22	Williams, Richard	Emails S. Mitra, D. Kennedy. Email M. Walker re Telefilm reporting. T/c D. Kennedy. T/c, emails S. Mitra, J. Satin. Review and comment on draft order.	1.0
11-Feb-22	Williams, Richard	T/c S. Mitra, J. Satin. Review draft materials.	1.0
14-Feb-22	Williams, Richard	Emails J. Vidette, S. Mitra, S. Satin.	0.3
16-Feb-22	Williams, Richard	Review Telefilm default notice. Email M. Walker.	0.2
17-Feb-22	Williams, Richard	Email J. Satin.	0.1
18-Feb-22	Williams, Richard	Creditor correspondence.	0.1
22-Feb-22	Williams, Richard	Emails J. Satin. Emails S. Donati; review invoices. T/c J. Satin re scheduling motion. Creditor correspondence.	0.7
23-Feb-22	Williams, Richard	Emails B. Skolnick. Trust account administration.	0.3
24-Feb-22	Williams, Richard	Emails and review of endorsement.	0.5
24-Feb-22	Brown, Rose	Trust Banking Administration - Input Disbursement/JE.	0.2
28-Feb-22	Williams, Richard	Emails M. Skolnick, J. Satin, court office.	0.2
Total			7.1


Invoice 8002521379
Deloitte LLP

Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

ATTN: John Vidette
Back 40 Pictures Inc. c/o Deloitte Restructuring Inc.
200-8 Adelaide St. W.
Toronto ON M5A 0A9
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Date: April 06, 2022
Client No.: 1354033
WBS#: BAC00211
Engagement Partner: Jorden Sleeth

HST Registration : 133245290RT0001

For professional services rendered
Fees

Rendered by Deloitte Restructuring Inc. for the period March 1, 2022 to March 31, 2022, in its capacity as Court-Appointed Receiver of Back 40 Pictures Inc.

Please see attached appendices.

Sales Tax

HST applicable	4,846.00
Administrative Expense	145.38
HST at 13.00 %	<u>648.88</u>
Total Amount Due (CAD)	<u>5,640.26</u>



Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Williams, Richard	Director	8.4	550.00	4,620.00
Brown, Rose	Manager	0.3	420.00	126.00
Conorton, Laura	Consultant	0.4	250.00	100.00
Total Professional Hours and Fees		9.1		4,846.00
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				4,846.00



Appendix #2
Work performed from March 1, 2022 to March 31, 2022

Date	Name	Narrative	Hours
01-03-22	Williams, Richard	Emails S. Mitra, J. Satin. Attend court for order expanding receiver's powers. T/c S. Mitra. Emails D. Kennedy. Letter to CRA. Emails M. Skolnick.	2.0
01-03-22	Conorton, Laura	Website updates	0.3
02-03-22	Williams, Richard	Emails M. Skolnick.	0.2
04-03-22	Williams, Richard	Review CRA submission by BTS and email M. Skolnick.	0.2
07-03-22	Williams, Richard	T/c CRA.	0.3
08-03-22	Williams, Richard	HST reconciliation and analysis. Correspondence with CRA. Email S. Mitra.	1.5
09-03-22	Williams, Richard	Compile HST support. T/c CRA to confirm no direct deposit info on file. Email M. Skolnick.	1.0
10-03-22	Williams, Richard	RBC correspondence.	0.2
11-03-22	Williams, Richard	Emails D. Kennedy.	0.1
16-03-22	Williams, Richard	Various emails M. Skolnick.	0.5
17-03-22	Brown, Rose	Scan and send mail rec'd to RW.	0.1
17-03-22	Williams, Richard	T/c S. Yu re HST audit. Emails M. Skolnick. Trust account maintenance. File RT0002 HST returns.	1.2
21-03-22	Conorton, Laura	Working with RBC on incoming wire funds	0.1
21-03-22	Williams, Richard	Trust account maintenance.	0.1
22-03-22	Brown, Rose	Scanning mail received and sending RW.	0.2
22-03-22	Williams, Richard	Emails BTS, OMD. Review CRA mail.	0.2
23-03-22	Williams, Richard	Email M. Skolnick re tax credit refund.	0.1
24-03-22	Williams, Richard	Emails D. Kennedy.	0.3
28-03-22	Williams, Richard	T/c, emails M. Skolnick. Review filings and status of same.	0.5
Total			9.1

Attached is Exhibit "B" Referred to in the
AFFIDAVIT OF RICHARD WILLIAMS

Sworn before me

This 2nd day of June, 2022

A handwritten signature in black ink, appearing to be the initials 'RW' or similar, written in a cursive style.

Commissioner for taking Affidavits, etc.

Exhibit "B"

Calculation of Average Hourly Billing Rates
 Deloitte Restructuring Inc.
 for the Period January 30, 2021 to March 31, 2022

Invoice No.	Fees	HST	Total	Hours	Average Rate
8001723340	\$ 10,789.25	\$ 1,402.60	\$ 12,191.85	21.2	\$ 508.93
8001790972	2,824.16	367.14	\$ 3,191.30	6.0	\$ 470.69
8001880552	5,587.75	726.41	\$ 6,314.16	11.3	\$ 494.49
8001990588	5,592.90	727.08	\$ 6,319.98	10.2	\$ 548.32
8002109319	2,515.66	327.04	\$ 2,842.70	5.6	\$ 449.23
8002253982	2,544.10	330.73	\$ 2,874.83	4.6	\$ 553.07
8002313988	2,318.53	301.41	\$ 2,619.94	4.4	\$ 526.94
8002385843	3,951.08	513.64	\$ 4,464.72	7.5	\$ 526.81
8002438671	3,995.37	519.40	\$ 4,514.77	7.1	\$ 562.73
8002521379	4,991.38	648.88	\$ 5,640.26	9.1	\$ 548.50
Total	\$ 45,110.18	\$ 5,864.33	\$ 50,974.51	87.0	\$ 518.97

APPENDIX O**To the Second Report of the Receiver**

Court File No. CV-20-00642755-00CL

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

BACK 40 PICTURES INC.

Respondent

AFFIDAVIT OF TAMIE DOLNY
(sworn June 2, 2022)

I, **Tamie Dolny**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP has acted as counsel for Deloitte Restructuring Inc., the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of certain assets of Back 40 Pictures Inc. (the “**Debtor**”) including all of the books and records of the Debtor used in relation to businesses carried on by the Debtor, including but not limited to the film production known as Rabid and continues to do so.
2. Aird & Berlis LLP has prepared statements of account in connection with its fees and disbursements as follows:
 - (a) an account dated April 30, 2021, for the period ending March 31, 2021, for our fees in the amount of \$1,943.70, inclusive of HST and disbursements;

- (b) an account dated May 31, 2021, for the period ending April 16, 2021, for our fees in the amount of \$2,671.44, inclusive of HST and disbursements;
- (c) an account dated June 30, 2021, for the period ending May 21, 2021, for our fees in the amount of \$1,806.31, inclusive of HST and disbursements;
- (d) an account dated March 7, 2022, for the period ending March 1, 2022, for our fees in the amount of \$5,642.66, inclusive of HST and disbursements; and
- (e) an account dated June 2, 2022, for the period ending June 2, 2022, for our fees in the amount of \$4,504.18, inclusive of HST and disbursements.

(the “**Statements of Account**”).

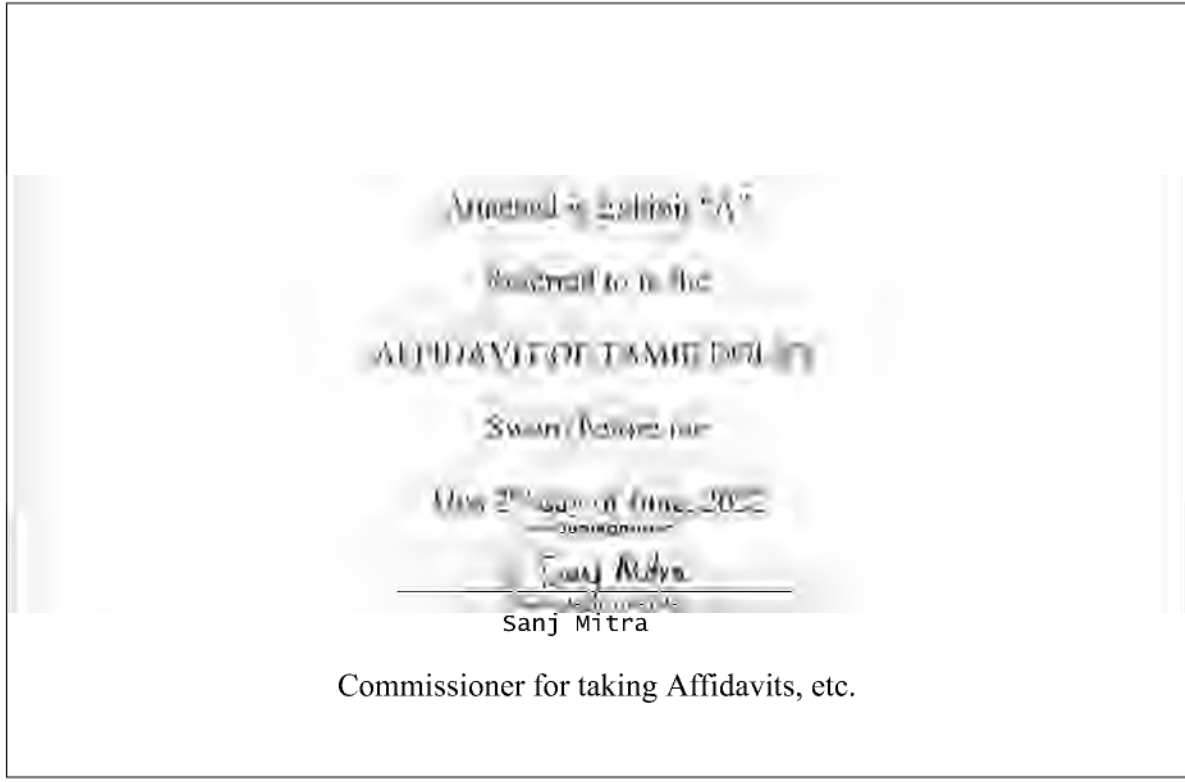
3. Attached hereto and marked as **Exhibit “A”** to this my affidavit are copies of the Statements of Account, which total \$16,568.29, along with a breakdown of timekeepers which have worked on this file. The average hourly rate of billed and unbilled time to date is \$533.42.
4. Assuming this Honorable Court grants an Order discharging the Receiver, the anticipated legal fees through to the discharge, exclusive of HST and disbursements, is anticipated to be \$12,500.00 (the “**Legal Accrual**”) assuming there is no opposition to the Order.
5. This Affidavit is made in support of a motion to *inter alia* approve the attached account of Axel & Heron LLP and the fees and disbursements detailed therein and for no other purpose.

SWORN by and subscribed by Tamir Dolny, Esq., of the City of Toronto, to the Province of Ontario, on this 2nd day of June 2022, in accordance with O. Reg. 437/20 (Administration of the Oath of the Justices of the Peace).

Tamir Dolny


A Notary Public for Ontario
 Tamir Dolny

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 1399



Commissioner for taking Affidavits, etc.

Court File No. CV-20-00642755-00CL

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

BACK 40 PICTURES INC.

Respondent

SUMMARY OF TIME INCURRED

ALLOCATION

<u>Name</u>	<u>Year of Call</u>	<u>Hours</u>	<u>Rate\$</u>	<u>Value\$</u>
Mitra, Sanjeev	1996	12.90	710.35	9183.50
Dolny, Tammie	2019	10.00	375.00	3750.00
Gates, Nathan	Former A&B Lawyer	1.90	375.00	712.50
Williams, Patrick	LAW CLERK	0.40	225.00	90.00
McLean, Jenaya	LAW CLERK	0.60	285.00	171.00
Nguyen, Linh	LAW CLERK	0.10	240.00	24.00
Horsten, Calvin	STUDENT	0.40	295.00	118.00

REMIT TO:

Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500
F 416.863.1515
airdberlis.com

Deloitte Restructuring Inc.

File No.: 13945-157479

Client No.: 13945

Matter No.: 157479

Invoice No.: 753666

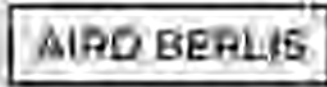
Date: June 2, 2022

REMITTANCE SLIP

Total Fees	\$3,986.00
Total HST	\$518.18
	<hr/>
AMOUNT TO BE PAID	<u><u>\$4,504.18</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.



INCORPORATED IN MALAYSIA
100-0-0 WISAKA 07001 EAST
KUALA LUMPUR, MALAYSIA
www.aipdberlis.com

Enchiffel Freedom Agency P.O.
700-0-0 WISAKA 07001 EAST
KUALA LUMPUR, MALAYSIA
M5110A8

Attention: Mr. Richard Williams

Invoice No.: 753666

PLEASE WRITE INVOICE NUMBERS
ON THE BACK OF ALL CHEQUES
File No.: 13945/157479
Client No.: 13945
Matter No.:157479

June 2, 2022

Re: Back 40 Pictures Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended June 2, 2022

LAWYER	DATE	TIME	VALUE	DESCRIPTION
TMD	24/05/22	0.20	\$75.00	Correspondence to S. Mitra re: deliverables;
TMD	29/05/22	4.10	\$1,537.50	Drafting, revising and updating notice of motion and order for S. Mitra; correspondence to S. Mitra enclosing first copy of documents;
TMD	30/05/22	0.50	\$187.50	Correspondence to S. Mitra and J. McLean re: security opinion; review initial documents;
CH	30/05/22	0.10	\$29.50	Receive instruction re extracting exhibits from Application Record to be used in the formation of a security opinion
CH	30/05/22	0.30	\$88.50	Prepare extracted exhibits from Application Record to be reviewed in the formation of a security opinion
TMD	31/05/22	0.50	\$187.50	[A105] Communicate/In Firm call with J. McLean re: security review;
JEM	31/05/22	0.20	\$59.00	Conduct prelims; Order profiles and PPSA searches; Discussion re security opinion
TMD	01/06/22	2.40	\$900.00	Review correspondence to client and S. Mitra; update draft order and notice of motion with additional relief sought by client, pursuant to updated report; correspondence to S. Mitra enclosing drafts for review;

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JEM	01/06/22	0.20	\$59.00	Review and report on profiles and PPSA searches
TMD	02/06/22	2.30	\$862.50	Review GSA and intercreditor agreement, and draft security opinion for S. Mitra; correspondence to J. McLean of first draft;
TOTAL:		<hr/> 10.80	<hr/> \$3,986.00	

OUR FEE	\$3,986.00
HST at 13%	\$518.18
AMOUNT NOW DUE	<hr/> \$4,504.18 <hr/>

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E & O. E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

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Deloitte Restructuring Inc.

File No.: 13945-157479

Client No.: 13945

Matter No.: 157479

Invoice No.: 742724

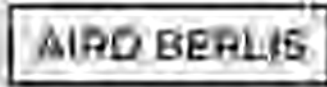
Date: March 7, 2022

REMITTANCE SLIP

Total Fees	\$4,993.50
Total HST	\$649.16
	<hr/>
AMOUNT TO BE PAID	<u><u>\$5,642.66</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.



INCORPORATED IN THE STATE OF CALIFORNIA
COMMERCIAL REGISTERED ACCOUNTANTS
10000 Wilshire Blvd., Suite 1000
Los Angeles, CA 90024
www.aipdberlis.com

Ernst & Young
700-9 WASHINGTON STREET
EMERY, CA
MILWAU

Attention: Mr. Richard Williams

Invoice No.: 742724

PLEASE WRITE INVOICE NUMBERS
ON THE BACK OF ALL CHEQUES
File No.: 13945/157479
Client No.: 13945
Matter No.:157479

March 7, 2022

Re: Back 40 Pictures Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended March 7, 2022

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	14/12/21	0.30	\$208.50	Review email from J. satin and telephone call client re status
SPM	09/02/22	0.50	\$362.50	Telephone call client re payment of tax credit and strategy
SPM	10/02/22	3.40	\$2,465.00	Email exchange and telephone call client and draft order to expand powers; email exchange with client and J. Satin re motion to expand Receiver's powers; provide comments on draft notice off motion and affidavit; email exchange with counsel for RBC
SPM	11/02/22	0.40	\$290.00	Telephone call with client and counsel for RBC re motion for expansion of powers
SPM	14/02/22	0.30	\$217.50	Email exchange with client and counsel for RBC regarding notice of assessment and timing of motion
SPM	22/02/22	0.30	\$217.50	Email exchange with client and J. Satin re hearing
SPM	24/02/22	0.90	\$652.50	Prepare and attend hearing and report to client; review endorsement and email to Court office; email exchange with counsel for RBC

SPM	01/03/22	0.80	\$580.00	Email exchange with counsel for RBC and arrange for modifications to service list; prep and attend hearing
TOTAL:		6.90	\$4,993.50	

OUR FEE	\$4,993.50
HST at 13%	\$649.16
AMOUNT NOW DUE	\$5,642.66

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

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airdberlis.com

Deloitte Restructuring Inc.

File No.: 13945-157479

Client No.: 13945

Matter No.: 157479

Invoice No.: 712010

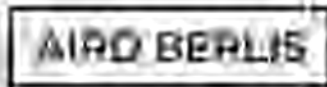
Date: June 30, 2021

REMITTANCE SLIP

Total Fees	\$1,598.50
Total HST	\$207.81
	<hr/>
AMOUNT TO BE PAID	\$1,806.31
	<hr/> <hr/>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

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1000...
 1000...
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Director of the...
 2000...
 Toronto, ON
 M5H 1A9

Attention: Mr. Richard Williams

Invoice No.: 712010

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13945/157479
 Client No.: 13945
 Matter No.: 157479

June 30, 2021

Re: Back 40 Pictures Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended May 31, 2021

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	13/05/21	0.70	\$486.50	Telephone call M. Sassi and report to client; review email from J. Satin and email to client; email exchange with M. Sassi and client
SPM	20/05/21	1.00	\$695.00	Review demands and notices and email exchange and telephone call client; call with J Satin; email exchange with J. Satin, M. Sasso and client
SPM	21/05/21	0.60	\$417.00	Telephone call M. Sassi and report to client
TOTAL:		2.30	\$1,598.50	

OUR FEE	\$1,598.50
HST at 13%	\$207.81
AMOUNT NOW DUE	\$1,806.31

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

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REMIT TO:

Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
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F 416.863.1515
airdberlis.com

Deloitte Restructuring Inc.

File No.: 13945-157479

Client No.: 13945

Matter No.: 157479

Invoice No.: 707762

Date: May 31, 2021

REMITTANCE SLIP

Total Fees	\$1,742.50
Total Non-Taxable Disbursements	\$320.00
Total Taxable Disbursements	\$338.42
Total HST	\$270.52
	<hr/>
AMOUNT TO BE PAID	<u><u>\$2,671.44</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

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airdberlis.com

Deloitte Restructuring Inc.

File No.: 13945-157479

Client No.: 13945

Matter No.: 157479

Invoice No.: 704476

Date: April 30, 2021

REMITTANCE SLIP

Total Fees	\$1,708.50
Total Non-Taxable Disbursements	\$8.00
Total Taxable Disbursements	\$4.50
Total HST	\$222.70
	<hr/>
AMOUNT TO BE PAID	<u><u>\$1,943.70</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	26/03/21	0.60	\$417.00	Email exchange with client and provide comments on draft report; Arrange for fee affidavit
NLG	31/03/21	0.60	\$225.00	Exchange correspondence with S. Mitra and C. Doyle regarding next steps in matter; Draft updates to Fee Affidavit and circulate to client; Meet virtually with S. Mitra to swear affidavit
SPM	31/03/21	0.40	\$278.00	[A106] Communicate/With Client - email exchange with client and N. Gates re fee affidavits
TOTAL:		<u>3.20</u>	<u>\$1,708.50</u>	

OUR FEE \$1,708.50
 HST at 13% \$222.11

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Subject to HST	Search Under P.P.S.A.	\$8.00
	Service Provider Fee	\$4.50
	HST at 13%	\$0.59

AMOUNT NOW DUE \$1,943.70

THIS IS OUR ACCOUNT HEREIN
 Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

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ROYAL BANK OF CANADA

and

BACK 40 PICTURES INC.

Applicant

Respondent

Court File No: CV-20-00642755-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

AFFIDAVIT OF TAMIE DOLNY

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Box 754
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSUC # 37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515

E-mail: smitra@airdberlis.com

Tamie Dolny (LSO#: 77958U)

Tel: (647) 426-2306

Email: tdolny@airdberlis.com

Lawyers for the Receiver

TAB 3
Service List

SERVICE LIST
DELOITTE / BACK 40
M# 157479

VIA EMAIL TRANSMISSION

TO: AIRD & BERLIS LLP
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

SANJEEV MITRA
Tel: 416.865.3085
Fax: 416.865.1500
Email: smitra@airdberlis.com

Lawyers for the Receiver, Deloitte

AND TO: DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

ROBERT KENNEDY
Tel: 416.367.6756
Email: robert.kennedy@dentons.com

Lawyers for Whites Location Equipment Supply Inc.

AND TO: DEVRY SMITH FRANK LLP
Lawyers & Mediators
95 Barber Greene Road, Suite 100
Toronto, ON M3C 3E9

JAMES SATIN
Tel: 416.449.1400
Fax: 416.449.7071
Email: satin@devrylaw.ca

Lawyers for the Applicant, Royal Bank of Canada

AND TO: CASSELS BROCK & BLACKWELL LLP
Suite 2100, Scotia Plaza
40 King St. W.
Toronto, ON M5H 3C2

MONIQUE SASSI
Tel: 416 860 6886
Main: 416 219 4919
Email: msassi@cassels.com

Lawyers for Media Financed Capital Limited

AND TO: CANADA REVENUE AGENCY
c/o Department of Justice
The Exchange Tower
130 King Street West
Suite 3400
Toronto, ON M5X 1K6

DIANE WINTERS
Tel: 416.973.3172
Email: diane.winters@justice.gc.ca

AND TO: MINISTRY OF FINANCE
Legal Services, 11th Flr.
777 Bay St.
Toronto, Ontario M5G 2C8

Email: insolvency.unit@ontario.ca

AND TO: ACTRA PERFORMERS' RIGHTS SOCIETY
625 Church Street, Suite 300
Toronto, ON M4Y 2G1

MICHAEL MURRAY
Director | PRS | ACTRA

Email: mmurray@actra.ca

VIA COURIER

TO: ELIZABETH SEYMOUR
NATIONAL MANAGER, COLLECTIONS
WILLIAM F. WHITE INTERNATIONAL INC.
8363 Lougheed Highway
Burnaby, BC V5A 1X3

Tel: 604.253.5050
Mob: 604.787.8402

ROYAL BANK OF CANADA

- and - **BACK 40 PICTURES INC.**

Applicant

Respondent

Court File No. CV-20-00642755-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

MOTION RECORD
(returnable June 14, 2022)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
P.O. Box 754
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO#: 37934U)
Tel: (416) 865-3085
Email: smitra@airdberlis.com

Tamie Dolny (LSO#: 77958U)
Tel: (647) 426-2306
Email: tdolny@airdberlis.com

Lawyers for the Receiver