

Court File No. CL-26-00000229-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

**MEDIA ONE CREATIVE INC., MEDIA ONE GROUP HOLDINGS INC., MEDIA ONE
CREATIVE USA INC., 130 QQE HOLDINGS 2020 INC. and RIDER ENTERPRISES
INC.**

Respondents

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

**APPLICATION RECORD
(returnable June 3, 2026)**

May 21, 2026

GOWLING WLG (CANADA) LLP
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Lawyers for the Applicant, CIBC

TO: THE SERVICE LIST

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TAB 1



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

MEDIA ONE CREATIVE INC., MEDIA ONE GROUP HOLDINGS INC., MEDIA ONE
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INC.

Respondents

APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C., 1985, C. B-3, AS AMENDED; SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C.C.43, AS AMENDED; AND SECTION 68 OF THE
CONSTRUCTION ACT, R.S.O. 1990, c. C.30

NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- ☐ In writing
- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

- Video conference details to be established.

on: June 3, 2026 at 10:00 a.m., or as soon after as it can be heard.

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

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 8th Floor
Toronto ON M5G 1R7

TO: THE SERVICE LIST

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APPLICATION

1. The Applicant, Canadian Imperial Bank of Commerce ("**CIBC**"), makes an Application for:

- (a) if necessary, an Order abridging the time for service of the Notice of Application and dispensing with service on any person other than those served;
- (b) an Order appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**") as receiver and manager (in such capacity, the "**Receiver**") over the assets, undertakings and properties (the "**Property**") of the respondents, Media One Creative Inc. ("**Media One Creative**" or the "**Borrower**"), Media One Group Holdings Inc. ("**Media One Holdings**"), Media One Creative Usa Inc. ("**Media One USA**"), 130 QQE Holdings 2020 Inc. ("**130**"), and Rider Enterprises Inc. ("**Rider Enterprises**" and together with Media One Creative, Media One Holdings, Media One USA, and 130, the "**Debtors**"), pursuant to section 243 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**"); and
- (c) such further and other relief as to this Honourable Court may seem just.

2. Capitalized terms used herein and not otherwise defined have the meaning given to them in the Affidavit of Patricia Lopes Monteiro (the "**Monteiro Affidavit**");

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The Parties

3. CIBC is the senior secured creditor of the Debtors. CIBC has a first ranking security interest over the Property.
4. The Debtors carry on business as a creative agency and production group that develops and produces media content.
5. Media One Creative, Media One Holdings, Media One USA and 130 all have their registered head office at 130 Queens Quay East, Suite 1106-1108, Toronto, Ontario;
6. Rider Enterprises' registered head office is at 58 Warwick Avenue, Ajax, Ontario;

Credit Agreement and Security

7. CIBC provided two revolving line of credit facilities and a business credit card facility pursuant to a credit agreement dated December 6, 2023 and accepted by the Media One Creative on December 8, 2023, as amended by an amending agreement dated January 10, 2024 (collectively, the "**Credit Agreement**"). Each of the facilities was repayable on demand.
8. As of May 12, 2026, the aggregate outstanding indebtedness owed by the Debtors was \$2,515,788.85, excluding professional fees, disbursements and accruing interest (the "**Indebtedness**").

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9. CIBC has valid and enforceable security securing all obligations owing under the Credit Agreement, including general security agreements from all of the Debtors, and perfected personal property security registrations over all present and after-acquired personal property of the Debtors under the PPSA.

Other Secured Creditors

10. In addition to CIBC, the following parties have registered security interests against the Debtors:

- (a) **Media One Creative:** There is a registration by Business Development Bank of Canada;
- (b) **130:** There are two registrations by Business Development Bank of Canada; and
- (c) **Rider Enterprises:** There are registrations by Honda Canada Finance Inc. and Business Development Bank of Canada.

Debtor's Defaults and Demand

11. The Borrower initially defaulted under the Credit Agreement and related security by, among other things, failing to maintain the covenant threshold of funded debt/EBITDA set at 2.50x, and failing to maintain the covenant threshold of minimum EBITDA of \$1,500,000.

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12. After the Borrower attempted and failed to obtain refinancing, on March 9, 2026, CIBC made written demand for repayment of the Indebtedness and provided the Debtors with notices of its intention to enforce its security pursuant to section 244 of the BIA (the “**Demand Letters and NITES**”).

13. The statutory notice period provided for under the BIA and outlined in the NITES has expired;

14. The Debtor is unable to pay the Indebtedness;

15. It is just and convenient to appoint a Receiver over the property, assets and undertakings of the Debtors in the circumstances; and

16. Such further and other grounds as the lawyers may advise.

17. The following documentary evidence will be used at the hearing of the application:

- (a) The affidavit of Patricia Lopes Monteiro, to be affirmed; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

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May 19, 2026

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CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

-and- MEDIA ONE CREATIVE INC. et al.
Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

GOWLING WLG (CANADA) LLP
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Lawyers for the Applicant

TAB 2

Court File No. CL-26-00000229-0000

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JUSTICE ACT, R.S.O 1990, C.C.43, AS AMENDED

**AFFIDAVIT OF PATRICIA LOPES MONTEIRO
(affirmed May 21, 2026)**

I, PATRICIA LOPES MONTEIRO, of the City of Toronto, in the Province of
Ontario, **AFFIRM:**

1. I am a Senior Manager in the Special Loans Group of the Canadian Imperial Bank of Commerce ("**CIBC**"), the Applicant in this proceeding and, as such, I have knowledge of the matters contained in this affidavit, except where I refer to matters based on information and belief, in which case I state the source of that information or belief and believe it to be true. To the extent that any of the information set out in this affidavit is

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based on my review of CIBC's documents, I verily believe the information in such documents to be true.

2. All capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Credit Agreement, defined below.

3. I make this affidavit in support of an application by CIBC seeking to appoint BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**") over the assets, undertakings and properties (the "**Property**") of the respondents, Media One Creative Inc. ("**Media One Creative**" or the "**Borrower**"), Media One Group Holdings Inc. ("**Media One Holdings**"), Media One Creative USA Inc. ("**Media One USA**"), 130 QQE Holdings 2020 Inc. ("**130**"), and Rider Enterprises Inc. ("**Rider Enterprises**" and together with Media One Creative, Media One Holdings, Media One USA, and 130, the "**Debtors**"), pursuant to section 243 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**").

I. The Parties

4. CIBC is a "Schedule I" bank regulated under the *Bank Act*, S.C. 1991, c. 46, with offices in Toronto, Ontario.

5. The Media One Creative group of companies carry on business as a creative agency and production group that develops and produces media content.

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6. Media One Creative is a company incorporated pursuant to the laws of Canada with a registered head office at 130 Queens Quay East, Suite 1004, Toronto, Ontario. Attached as **Exhibit “A”** is a copy of the Corporate Profile Report for Media One Creative.

7. Media One Holdings is a company incorporated pursuant to the laws of Canada with a registered head office at 130 Queens Quay East, Suite 1004, Toronto, Ontario. Attached as **Exhibit “B”** is a copy of the Corporate Profile Report of Media One Holdings.

8. Media One USA is a company incorporated pursuant to the laws of the State of Delaware with a registered principal place of business at 130 Queens Quay East, Suite 1108, West Tower, Toronto, Ontario M5A 0P6, Canada. Attached as **Exhibit “C”** is a copy of the Corporate Profile Report of Media One USA.

9. 130 is a company incorporated pursuant to the laws of the Province of Ontario with a registered head office at 130 Queens Quay East, Suite 1106-1108, Toronto, Ontario. Attached as **Exhibit “D”** is a copy of the Corporate Profile Report of 130.

10. Rider Enterprises is a company incorporated pursuant to the laws of the Province of Ontario with a registered head office at 58 Warwick Avenue, Ajax, Ontario. Attached as **Exhibit “E”** is a copy of the Corporate Profile Report of Rider Enterprises.

11. Derek Rider (“**Mr. Rider**” or the “**Personal Guarantor**”) provided a limited guarantee in favour of CIBC as outlined below. Mr. Rider is the sole director of Media One Creative and Media One Holdings. Mr. Rider is the sole director, president and secretary

of 130 and the sole director, president, secretary and treasurer of Rider Enterprises. Mr. Rider is the president and a director, alongside Corey Peck, of Media One USA.

II. The Credit Agreement

12. Media One Creative is indebted to CIBC in connection with, among other things:

- a) a revolving line of credit facility in the amount of \$2,500,000 CAD together with interest at CIBC's prime rate of interest, plus 1.50% per annum, repayable upon demand, established following a change in the currency allocation from \$2,230,000 CAD and \$200,000 USD to \$2,500,000 in January 2024 ("**Demand Facility**");
- b) a business credit card facility in the maximum amount of \$100,000 CAD, repayable upon demand (the "**Credit Card Facility**", collectively with Demand Facility, the "**Credit Facilities**")

made available by CIBC to Media One Creative pursuant to a credit agreement letter dated December 6, 2023 and accepted by the Borrower on December 8, 2023, as amended by an amendment to the credit agreement dated January 10, 2024 (together, the "**Credit Agreement**"). Attached as **Exhibit "F"** is a copy of the Credit Agreement.

13. Pursuant to the "Repayment" sections of the Credit Agreement for each facility, Media One Creative agreed to repay the Credit Facilities on demand.

14. Pursuant to the "Expenses" section of Schedule "A" to the Credit Agreement, Media One Creative agreed to pay CIBC all fees (including legal fees), costs and

expenses incurred by the bank in connection with the termination, enforcement or protection of its rights in connection with the Credit Agreement and the Security.

III. The Security and Guarantees

15. CIBC holds the following security interests and guarantees in relation to the obligations under the Credit Agreements.

General Security Agreements:

- a) a general security agreement executed by Media One Creative in favour of CIBC on December 8, 2023 (the “**GSA No. 1**”);
- b) a general security agreement executed by Media One Holdings in favour of CIBC on December 8, 2023 (the “**GSA No. 2**”);
- c) a general security agreement executed by Media One USA in favour of CIBC on December 8, 2023 (the “**GSA No. 3**”);
- d) a general security agreement executed by 130 in favour of CIBC on December 8, 2023 (the “**GSA No. 4**”); and
- e) a general security agreement executed by Rider Enterprises in favour of CIBC on December 8, 2023 (the “**GSA No. 5**”).

16. GSA No.1, GSA No. 2, GSA No. 3, GSA No. 4, and GSA No. 5 are collectively referred to as the “**GSAs**”. Attached as **Exhibit “G”** is a copy of the GSAs. The personal property security interests granted to CIBC pursuant to each of the GSAs was perfected

on December 14, 2023 by registration against each of the Debtors as related applicable personal property of the Debtors in the provincial registry maintained under the *Personal Property Security Act* (Ontario), RSO 1990, c P.10 (the “**PPSA**”). Attached as **Exhibit “H”** are copies of the certified PPSA search result for the Debtors with currency to February 1, 2026 (the “**PPSA Searches**”), indicating CIBC as the first ranking secured creditor.

17. Each of the GSAs provides that:

- a) a failure by Media One Creative to pay any of the Liabilities (as defined in the GSAs) when due is an “Event of Default”; and
- b) upon the occurrence of an Event of Default, CIBC is entitled to appoint a receiver.

Guarantees:

- a) an unlimited guarantee and postponement of claim executed by Media One Holdings in favour of CIBC on December 8, 2023 (“**Guarantee No. 1**”);
- b) an unlimited guarantee and postponement of claim executed by Media One USA in favour of CIBC on December 8, 2023 (“**Guarantee No. 2**”);
- c) an unlimited guarantee and postponement of claim executed by 130 in favour of CIBC on December 8, 2023 (“**Guarantee No. 3**”);
- d) an unlimited guarantee and postponement of claim executed by Rider Enterprises in favour of CIBC on December 8, 2023 (“**Guarantee No. 4**”);

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- e) a limited guarantee and postponement of claim executed by Mr. Rider in favour of CIBC on December 12, 2023, limited to the amount of \$1,000,000 (**“Guarantee No. 5”**); and
- f) a trade expansion lending program requirements guarantee of the Demand Facility by Export Development Canada (**“EDC”**) limited to the amount of \$2,500,000 (**“Guarantee No. 6”**) as acknowledged by the Borrower in a declaration and acknowledgement executed on December 13, 2023.

Guarantee No. 1, Guarantee No. 2, Guarantee No. 3, Guarantee No. 4 and Guarantee No. 5 are collectively referred to as the **“Guarantees”**. Media One Holdings, Media One USA, 130, and Rider Enterprises are collectively referred to as the **“Corporate Guarantors”** and together with the Personal Guarantor, the **“Guarantors”**. Attached as **Exhibit “I”** are copies of the Guarantees.

Other Secured Creditors

18. The PPSA Searches of the Debtors disclose the following registrations (in addition to registrations in favour of CIBC):

- a) **Media One Creative:** a registration in favour of Business Development Bank of Canada (**“BDC”**) (the **“BDC Registered Security Interests”**);
- b) **130:** two registrations in favour of BDC; and
- c) **Rider Enterprises:** registrations in favour of Honda Canada Finance Inc. and BDC.

19. The only registrations against Media One Holdings and Media One USA are those in favour of CIBC.

20. CIBC entered into a priority agreement dated December 19, 2023 (the “**Priority Agreement**”) between BDC, CIBC, as lender, and Media One Creative, as customer. Pursuant to the Priority Agreement, BDC postponed and subordinated its BDC Registered Security Interests in Media One Creative’s present and after acquired personal property to the security interests granted by Media One Creative to CIBC with respect to Media One Creative’s Inventory and Accounts Receivable (as defined in the Priority Agreement). Attached as **Exhibit “J”** is a copy of the Priority Agreement.

IV. Debtor’s Defaults and Failed Refinancing Attempt

21. I am informed by Benjamin Walker (“**Mr. Walker**”), a director of the Commercial Banking Department at CIBC, and believe that on September 11, 2025, Mr. Walker sent a letter to the Borrower (the “**Letter of Concern**”) outlining a number of concerns CIBC had with the Borrower, including the following:

- a) Financial performance for the fiscal year 2024 reported a net loss of \$33,902;
- b) Year-to-date financial performance up to the 4th quarter of 2025 reported a net loss of \$2,258,509;
- c) Funded Debt/EBITDA up to the 4th quarter of 2025 was in breach of the covenant threshold set at 2.50x; and

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- d) The Minimum EBITDA up to the 4th quarter of 2025 was in breach of the covenant threshold set at \$1,500,000.

22. In the Concern Letter, CIBC advised that it was no longer prepared to provide loan accommodations to the Borrower and requested repayment of the Credit Facilities in full by December 12, 2025. Attached as **Exhibit “K”** is a copy of the Letter of Concern.

23. After failing to receive a response from the Borrower, Mr. Walker followed up for an update on the refinancing process on October 7, 2025. On October 9, 2025, Mr. Rider responded sharing that he had retained a broker who was in active discussion with the Bank of Montreal (“**BMO**”) and National Bank and that the transition would be supported by EDC.

24. On November 4, 2025, Mr. Walker reached out to the Borrower for an update on the refinancing. Mr. Rider responded advising that he was negotiating a \$6,000,000 lending facility with EDC, \$2,000,000 of which would be used to repay CIBC.

25. On December 8, 2025 Mr. Rider sent an email to Mr. Walker, including Abigail Noronha of EDC, and Eugene Bomba, the Borrower’s CFO. In his email, Mr. Rider stated that the financing package with EDC was progressing well and they were proceeding with selecting their new core banking relationship with BMO and National Bank.

26. Attached as **Exhibit “L”** are copies of correspondence between Mr. Walker and Mr. Rider between September 11, 2025 and December 8, 2025.

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27. As at today's date, six months after the above discussions, neither bank has indicated that they are willing to refinance the Borrower's Indebtedness.

V. CIBC Issued Demand and Notice of Intention to Enforce Security

28. On March 9, 2026, CIBC, by its counsel, Gowling WLG (Canada) LLP ("**Gowling**"), issued demand letters to the Borrower, Corporate Guarantors and Personal Guarantor (the "**Demand Letters**"), and enclosed a notice of intention to enforce security on the Property of the Borrower, Media One Holdings, Media One USA, 130, and Rider Enterprises pursuant to section 244 of the BIA (the "**NITES**") and demanded payment of the Indebtedness on or before March 19, 2026. Attached as **Exhibit "M"** are copies of the Demand Letters and NITES.

29. The deadline to repay the indebtedness under the Demand Letters expired on March 19, 2026 without repayment.

VI. Delay and Continuing Defaults

30. On April 13, 2026, I provided Mr. Rider with a draft agreement setting out the terms upon which CIBC would agree to forbear from enforcing for a period of time (the "**Draft Forbearance Agreement**"), and advised Mr. Rider to review the Draft Forbearance Agreement with his legal counsel (and any other relevant advisors, as appropriate). Mr. Rider informed me that he would meet with his Chief Financial Officer, accountants and lawyer about the Draft Forbearance Agreement, but noted that security on their matrimonial home located at 58 Warwick Avenue, Ajax, Ontario, L1Z 1L6, as requested

- 11 -

by CIBC in the Draft Forbearance Agreement, was not acceptable. He also stated that a second priority charge on the property owned by 130 located at 130 Queens Quay East, Toronto, Ontario being units 1004 and 1006 was acceptable but advised that 130 had no substantial equity in that building. Mr. Rider included Puneet Kohli of Simmons da Silva LLP ("**Mr. Kohli**") in his email to CIBC on April 13, 2026.

31. On April 14, 2026 I responded to Mr. Rider stating that the only basis upon which CIBC is prepared to forbear from enforcing was the terms set out in the Draft Forbearance Agreement, and stated that CIBC's expectation remains that the Credit Facilities are repaid in full by June 30, 2026, unless CIBC expressly agrees otherwise in writing and in its sole discretion. I asked for a marked-up version of the Draft Forbearance Agreement.

32. On April 17, 2026, Mr. Rider informed me that he was reviewing the letter with his counsel. That same day I followed up asking when we could expect a response.

33. On April 23, 2026, Katie Ross, a lawyer at Gowling, contacted Mr. Kohli requesting comments on the Draft Forbearance Agreement. However, Mr. Kohli responded saying that their engagement was being confirmed, and they would advise if retained by Mr. Rider. Ms. Ross followed up with Mr. Kohli requesting confirmation of engagement on April 28, 2026. As at today's date, Gowling has not received any response from Mr. Kohli. Attached as **Exhibit "N"** are copies of correspondence between Ms. Ross and Mr. Kohli between April 23, 2026 and April 28, 2026.

34. On April 24, 2026, Mr. Rider again said that his lawyers are "reviewing the document" but did not provide any date for a response. Consequently, on April 28, 2026,

- 12 -

I informed Mr. Rider that CIBC required a marked-up draft of the agreement by end of day Thursday, April 30, 2026, failing which, CIBC will have to proceed to take further steps to enforce against the Debtors.

35. Mr. Rider replied stating that, notwithstanding he had the document for two weeks at this point, his wife's counsel had not committed to providing comments by April 30, 2026. Again, Mr. Rider provided no date upon which he anticipated providing a response to CIBC. Attached as **Exhibit "O"** is a copy of the correspondence between me and Mr. Rider from April 17, 2026 to April 28, 2026.

36. Mr. Rider forwarded our recent communications to Michael Baigel ("**Mr. Baigel**"), a Licensed Insolvency Trustee at Baigel Corp.

37. I spoke with Mr. Baigel on the phone on April 29, 2026. During our conversation Mr. Baigel advised the Borrower was considering retaining Baigel Corp. as its financial advisor to complete an evaluation its and its associated companies' financial position.

38. On April 29, 2026, following our call, Mr. Baigel sent an email advising that the retainer for Baigel Corp.'s services had not yet been received from the Borrower. Mr. Baigel asked Mr. Rider to share the list of financial information requested by CIBC. Mr. Baigel also advised that they understood that the delay in the response to the Draft Forbearance Agreement was because Mr. Rider was seeking independent legal counsel.

39. On April 30, 2026 Mr. Baigel advised that Mr. Rider had started to populate a virtual drive with documentation, which Mr. Baigel would review upon receiving permission to

- 13 -

access. Attached as **Exhibit “P”** is a copy of Mr. Baigel’s email correspondence from April 29, 2026 to April 30, 2026.

40. On May 1, 2026, Mr. Baigel provided some limited financial disclosure to me on behalf of the Borrower. Attached as **Exhibit “Q”** is a copy of Mr. Baigel’s email dated May 1, 2026.

41. On May 15, 2026, I had a conversation with Mr. Baigel, who provided an update on his work with the Company:

- a) Mr. Baigel noted that his report is delayed because the Company has not been providing him with the correct information. Mr. Baigel expects to provide a brief report, given the lack of security, to both the Company and CIBC the week of May 18, 2026.
- b) Mr. Baigel noted that there is limited security value in the accounts receivable or equipment. Additionally, it is unlikely that Mr. Rider would be able to meet his \$1,000,000 personal guarantee.
- c) A review of the Company’s contracts indicates that either the counterparties have not signed, or, where contracts have been signed, no work has begun.

42. As of the date of this affidavit, CIBC has not received any comment on the Draft Forbearance Agreement provided to the Borrower on April 13, 2026 and the Credit Facilities have not been paid.

VII. Appointment of BDO as Receiver is Just and Convenient

43. As of May 12, 2026, the aggregate outstanding indebtedness owed by the Debtors is \$2,515,788.85, excluding professional fees, disbursements and accruing interest (the “**Indebtedness**”).

44. CIBC has made demand on the Indebtedness, which amounts are due and payable.

45. CIBC has provided the Debtor with more than sufficient time to address the concerns set out in the Letter of Concern and to repay the Indebtedness.

46. CIBC has lost confidence in the Debtor. The Debtor has failed to pay the Indebtedness or to provide a path forward to pay the Indebtedness or otherwise address CIBC's concerns.

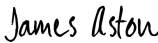
47. The Debtor has failed to comply with its obligations under the Credit Agreement and respective security documents.

48. CIBC's security provides for the appointment of a receiver upon default. CIBC is entitled to take any and all steps necessary to enforce its security and realize on same.

49. If this Honourable Court sees fit to make such an appointment, BDO has consented to act as Court-appointed receiver. BDO is a licensed insolvency trustee and has experience in mandates of this nature. Attached as **Exhibit “R”** is a copy of BDO's Consent to Act as receiver.

50. CIBC is prepared to finance BDO acting as a receiver provided such financing is secured by a court-ordered charge on the terms customarily set out in the receivership Model Order.

AFFIRMED by Patricia Lopes Monteiro before me at the City of Toronto, in the Province of Ontario, on May 21, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
(or as may be)

James Aston (82118H)

Signed by:

3D6DFBB230A4413...

PATRICIA LOPES MONTEIRO

This is **Exhibit “A”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)

Federal corporation information

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

 This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Glossary for the *Canada Business Corporations Act*

 Start a new search

Overview

Corporate name:	MEDIA ONE CREATIVE INC.
Status:	Active
Corporation number:	827750-8
Business number (BN):	850837444RC0001
Governing legislation:	Canada Business Corporations Act - 2012-08-20

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

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Corporate profile

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Certificate of Compliance and Certificate of Existence

- There is a \$10 fee to request either certificate.

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Toronto, Ontario M5T 1A5
Canada

Directors

Minimum: 1 Maximum: 12

[Update directors](#)

DEREK RIDER
58 Warwick Avenue
Ajax ON L1Z 1L6
Canada

Individuals with significant control

Last updated(YYYY-MM-DD): 2025-09-18

[Update Individuals with significant control](#)

Current individuals with significant control: 1

DEREK GORDON RIDER

58 Warwick Avenue
Ajax ON L1Z 1L6
Canada

Type of interest or control:
Owns, controls or directs 25% or more of shares

This individual holds the shares:
Indirectly

This individual is an individual with significant control over the corporation:
Individually

This individual holds:
More than 75% of the shares

Start date (YYYY-MM-DD):
2021-01-29

Annual filings

Anniversary date (MM-DD):
08-20

Date of last annual meeting:
2022-08-19

Annual filing period (MM-DD):
08-20 to 10-19

Type of corporation:

- 2026 - **Not due**
- 2025 - **Filed**
- 2024 - **Filed**

Corporate history

Corporate name history

MEDIA ONE CREATIVE INC.	2012-08-20 to Present	
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Certificates and filings

Certificate of Incorporation	2012-08-20	
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[Report an issue](#)

Date Modified: 2025-12-18

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Canada

This is **Exhibit “B”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)



Federal corporation information

Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Glossary for the *Canada Business Corporations Act*

Start a new search

Overview

Corporate name:	Media One Group Holdings Inc.
Status:	Active
Corporation number:	1269373-9
Business number (BN):	784364465RC0001
Governing legislation:	Canada Business Corporations Act - 2021-01-29

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#)

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Corporate profile

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Certificate of Compliance and Certificate of Existence

- There is a \$10 fee to request either certificate.

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Toronto, Ontario M5T 1A5
Canada

Directors

Minimum: 1Maximum: 12

[Update directors](#) 

Derek Gordon Rider
58 Warwick Avenue
Ajax ON L1Z 1L6
Canada

Individuals with significant control

Last updated(YYYY-MM-DD): 2025-03-20

[Update Individuals with significant control](#) 

Current individuals with significant control: 1

Derek Gordon Rider

58 Warwick Avenue
Ajax ON L1Z 1L6
Canada

Type of interest or control:
Owns, controls or directs 25% or more of shares

This individual holds the shares:
Indirectly

This individual is an individual with significant control over the corporation:
Individually

This individual holds:
More than 75% of the shares

Start date (YYYY-MM-DD):
2021-01-29

Annual filings

Anniversary date (MM-DD): 
01-29

Date of last annual meeting:
Not available

Annual filing period (MM-DD):
01-29 to 03-30

Type of corporation:

- 2026 - Due to be filed
- 2025 - Filed
- 2024 - Filed

Corporate history

Corporate name history

Media One Group Holdings Inc.	2021-01-29 to Present	
-------------------------------	-----------------------	--

Certificates and filings

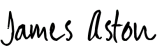
Certificate of Incorporation	2021-01-29	
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Date Modified: 2025-12-18

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This is **Exhibit “C”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

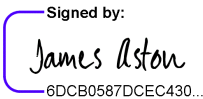
Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)

Annual Franchise Tax Report

CORPORATION NAME MEDIA ONE CREATIVE USA, INC.				TAX YR. 2021	
FILE NUMBER 7617145	INCORPORATION DATE 2019/09/20	RENEWAL/REVOCATION DATE			
PRINCIPAL PLACE OF BUSINESS 130 QUEENS QUAY EAST SUITE 1108, WEST TOWER TORONTO M5A 0P6 CANADA			PHONE NUMBER 6477259709		
REGISTERED AGENT NATIONAL REGISTERED AGENTS, INC. 1209 ORANGE STREET WILMINGTON DE 19801			AGENT NUMBER 9216365		
AUTHORIZED STOCK BEGIN DATE 2019/09/20		END DATE	DESIGNATION/ STOCK CLASS	NO. OF SHARES 1,000	PAR VALUE/ SHARE \$0.0000000000
OFFICER RIDER, DEREK	NAME		STREET/CITY/STATE/ZIP 130 QUEENS QUAY EAST SUITE: 1108 WEST TOWER TORONTO M5A 0P6 CANADA		TITLE PRESIDENT
DIRECTORS RIDER, DEREK	NAME		STREET/CITY/STATE/ZIP 130 QUEENS QUAY EAST SUITE: 1108 WEST TOWER TORONTO M5A 0P6 CANADA		
PECK, COREY	NAME		130 QUEENS QUAY EAST SUITE: 1108 WEST TOWER TORONTO M5A 0P6 CANADA		
<i>NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.</i>					
AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR) COREY PECK 130 QUEENS QUAY EAST SUITE: 1108 WEST TOWER TORONTO M5A 0P6 CA			DATE 2022/01/25		TITLE CHIEF OPERATING OFFICER

This is **Exhibit “D”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits

James Aston (LSO: 82118H)

Transaction Number: APP-A11025706858
Report Generated on February 02, 2026, 13:06



Ministry of Public and
Business Service Delivery

Profile Report

130 QQE HOLDINGS 2020 INC. as of February 02, 2026

Act
Type
Name
Ontario Corporation Number (OCN)
Governing Jurisdiction
Status
Date of Incorporation
Registered or Head Office Address

Business Corporations Act
Ontario Business Corporation
130 QQE HOLDINGS 2020 INC.
2774611
Canada - Ontario
Active
August 28, 2020
130 Queens Quay East, 1106-1108, Toronto, Ontario, M5A
0P6, Canada

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

V. Quintanilla W.
Director/Registrar

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

Transaction Number: APP-A11025706858
Report Generated on February 02, 2026, 13:06

Minimum Number of Directors1
Maximum Number of Directors12

Active Director(s)
NameDEREK GORDON RIDER
Address for Service58 Warwick Avenue, Ajax, Ontario, L1Z 1L6, Canada
Resident CanadianYes
Date BeganAugust 28, 2020

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

V. Quintanilla W.
Director/Registrar

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

Transaction Number: APP-A11025706858
Report Generated on February 02, 2026, 13:06

Active Officer(s)

Name	DEREK GORDON RIDER
Position	President
Address for Service	58 Warwick Avenue, Ajax, Ontario, L1Z 1L6, Canada
Date Began	August 28, 2020

Name	DEREK GORDON RIDER
Position	Secretary
Address for Service	58 Warwick Avenue, Ajax, Ontario, L1Z 1L6, Canada
Date Began	July 31, 2023

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

V. Quintanilla W.
Director/Registrar

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

Transaction Number: APP-A11025706858
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Corporate Name History

Name	130 QQE HOLDINGS 2020 INC.
Effective Date	August 28, 2020

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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.

Transaction Number: APP-A11025706858
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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Transaction Number: APP-A11025706858
Report Generated on February 02, 2026, 13:06

Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: DEREK GORDON RIDER	September 18, 2023
CIA - Notice of Change PAF: DEREK GORDON RIDER	July 05, 2023
Archive Document Package	December 17, 2021
CIA - Initial Return PAF: DEREK GORDON RIDER - DIRECTOR	September 09, 2020
BCA - Articles of Incorporation	August 28, 2020

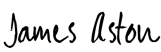
All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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

V. Quintanilla W.
Director/Registrar

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

This is **Exhibit “E”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)



Ministry of Public and
Business Service Delivery

Profile Report

RIDER ENTERPRISES INC. as of February 02, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	RIDER ENTERPRISES INC.
Ontario Corporation Number (OCN)	2276865
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 07, 2011
Registered or Head Office Address	58 Warwick Ave, Ajax, Ontario, L1Z 1L6, Canada

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

V. Quintanilla W.
Director/Registrar

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

Transaction Number: APP-A11025706761
Report Generated on February 02, 2026, 13:06

Minimum Number of Directors1
Maximum Number of Directors10

Active Director(s)
NameDEREK GORDON RIDER
Address for Service58 Warwick Ave, Ajax, Ontario, L1Z 1L6, Canada
Resident CanadianYes
Date BeganMarch 07, 2011

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

V. Quintanilla W.
Director/Registrar

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

Transaction Number: APP-A11025706761
Report Generated on February 02, 2026, 13:06

Active Officer(s)

Name	DEREK GORDON RIDER
Position	President
Address for Service	58 Warwick Ave, Ajax, Ontario, L1Z 1L6, Canada
Date Began	March 07, 2011
Name	DEREK GORDON RIDER
Position	Secretary
Address for Service	58 Warwick Ave, Ajax, Ontario, L1Z 1L6, Canada
Date Began	March 07, 2011
Name	DEREK GORDON RIDER
Position	Treasurer
Address for Service	58 Warwick Ave, Ajax, Ontario, L1Z 1L6, Canada
Date Began	March 07, 2011

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

V. Quintanilla W.

Director/Registrar

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

Transaction Number: APP-A11025706761
Report Generated on February 02, 2026, 13:06

Corporate Name History

Name	RIDER ENTERPRISES INC.
Effective Date	March 07, 2011

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

V. Quintanilla W.

Director/Registrar

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

Transaction Number: APP-A11025706761
Report Generated on February 02, 2026, 13:06

Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Transaction Number: APP-A11025706761
Report Generated on February 02, 2026, 13:06

Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: DEREK GORDON RIDER	December 18, 2023
Archive Document Package	September 07, 2022
Annual Return - 2021 PAF: Derek Gordon RIDER	March 16, 2022
Annual Return - 2020 PAF: DEREK RIDER - DIRECTOR	December 27, 2020
Annual Return - 2019 PAF: DEREK RIDER - DIRECTOR	December 29, 2019
Annual Return - 2018 PAF: DEREK RIDER - DIRECTOR	January 13, 2019
Annual Return - 2017 PAF: DEREK RIDER - DIRECTOR	December 31, 2017
Annual Return - 2016 PAF: DEREK RIDER - DIRECTOR	December 18, 2016
Annual Return - 2015 PAF: DEREK RIDER - DIRECTOR	October 24, 2015
Annual Return - 2014 PAF: DEREK RIDER - DIRECTOR	November 08, 2014
CIA - Notice of Change PAF: DEREK GORDON RIDER - DIRECTOR	March 12, 2014
Annual Return - 2013 PAF: DEREK RIDER - DIRECTOR	November 09, 2013
CIA - Notice of Change PAF: DEREK GORDON RIDER - DIRECTOR	August 02, 2013

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

V. Quintanilla W.

Director/Registrar

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

Transaction Number: APP-A11025706761
Report Generated on February 02, 2026, 13:06

BCA - Articles of Amendment	April 30, 2013
Annual Return - 2012 PAF: DEREK RIDER - DIRECTOR	October 06, 2012
CIA - Notice of Change PAF: DEREK GORDON RIDER - OFFICER	March 02, 2012
CIA - Notice of Change PAF: DEREK GORDON RIDER - DIRECTOR	February 16, 2012
Annual Return - 2011 PAF: DEREK RIDER - DIRECTOR	November 19, 2011
CIA - Initial Return PAF: DEREK GORDON RIDER - DIRECTOR	May 02, 2011
BCA - Articles of Incorporation	March 07, 2011

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

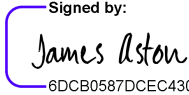
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.
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This is **Exhibit “F”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:


6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)



CIBC COMMERCIAL BANKING

CREDIT AGREEMENT LETTER

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, ON
M5J 0E7

December 6, 2023

Media One Creative Inc.
130 Queens Quay E.
Toronto, ON
M5A 0P6

Attention: Derek Rider and Sharon Rider

Dear Mr. Rider and Mrs. Rider:

We are pleased to establish the following credit facilities. Each credit offered is referred to as a "Facility".

Revolving line of credit facility # 1

Credit limit

CDN \$2,230,000

Purpose

This revolving line of credit is to be used for: Day to day cash flow requirements.

Description

A revolving demand credit. Principal that is borrowed and repaid may be re-borrowed up to the above Credit Limit.

Rate

Prime Rate plus 1.50% per annum.

Repayment

On demand.

Term and conditions

- **Consent to Share Information**

Consent to Share Information – You hereby authorize CIBC to share or provide to EDC all information required to participate in and administer EDC Trade Expansion Lending Program requirements guarantee. Such information may include personal and business information and documents regarding your financial situation, operations or business, or your accounts with CIBC.

- **EDC TELP Guarantee**

You understand and acknowledge that you must, at all times, satisfy EDC Trade Expansion Lending Program's mandate requirements, including timely reconfirmation upon EDC's request.

- **Acceptance of Fees**

You agree to pay the EDC guarantee fees and other administration fees associated with this loan. The EDC guarantee fee calculation will be disclosed in a Guarantee Fee Acknowledgement to be provided to you and are in addition to any other fees or expenses relating to the operating line.

Revolving line of credit facility # 2

Credit limit

US \$200,000

Purpose

This revolving line of credit is to be used for: Day to day cash flow requirements.

Description

A revolving demand credit. Principal that is borrowed and repaid may be re-borrowed up to the above Credit Limit.

Rate

US Base Rate plus 0.50% per annum.

Repayment

On demand.

Term and conditions

- **Consent to Share Information**

Consent to Share Information – You hereby authorize CIBC to share or provide to EDC all information required to participate in and administer EDC Trade Expansion Lending Program requirements guarantee. Such information may include personal and business information and documents regarding your financial situation, operations or business, or your accounts with CIBC.

- **EDC TELP Guarantee**

You understand and acknowledge that you must, at all times, satisfy EDC Trade Expansion Lending Program's mandate requirements, including timely reconfirmation upon EDC's request.

- **Acceptance of Fees**

You agree to pay the EDC guarantee fees and other administration fees associated with this loan. The EDC guarantee fee calculation will be disclosed in a Guarantee Fee Acknowledgement to be provided to you and are in addition to any other fees or expenses relating to the operating line.

Business credit card facility

Credit limit

CDN \$100,000

Purpose

Purchase and payment of goods and services.

Repayment

On demand in accordance with the CIBC Business Credit Card Agreement (Business Liability).

Documentation

CIBC Business Credit Card Agreement (Business Liability).

Security

The following security is required:

Security agreement

Security Agreement granting a first security interest in:

- All present and after acquired personal property.

To be registered in the jurisdiction of Ontario.

Guarantee

Guarantee of your debts under these Facilities from Derek Rider in an amount that is limited to CDN \$1,000,000 (the "Guarantor").

Guarantee

Guarantee of your debts under these Facilities from 130 QQE Holdings 2020 Inc. with supporting corporate or other resolution in an amount that is unlimited (the "Guarantor").

Security for guarantor

The above Guarantee will be secured by the following security from the Guarantor:

Security agreement

Security Agreement granting a second security interest in:

- All present and after acquired personal property.

To be registered in the jurisdiction of Ontario.

Guarantee

Guarantee of your debts under these Facilities from Media One Creative USA Inc. with supporting corporate or other resolution in an amount that is unlimited (the "Guarantor").

Security for guarantor

The above Guarantee will be secured by the following security from the Guarantor:

Security agreement

Security Agreement granting a first security interest in:

- All present and after acquired personal property.

To be registered in the jurisdiction of the United States (UCC).

Guarantee

Guarantee of your debts under these Facilities from Media One Group Holdings Inc. with supporting corporate or other resolution in an amount that is unlimited (the "Guarantor").

Security for guarantor

The above Guarantee will be secured by the following security from the Guarantor:

Security agreement

Security Agreement granting a first security interest in:

- All present and after acquired personal property.

To be registered in the jurisdiction of Ontario.

Guarantee

Guarantee of your debts under these Facilities from Rider Enterprises Inc. with supporting corporate or other resolution in an amount that is unlimited (the "Guarantor").

Security for guarantor

The above Guarantee will be secured by the following security from the Guarantor:

Security agreement

Security Agreement granting a first security interest in:

- All present and after acquired personal property.

To be registered in the jurisdiction of Ontario.

Guarantee (or Agency) Guarantee

Guarantee of your debts under these Facilities from EDC with supporting corporate or other resolution in an amount that is limited to CDN \$2,500,000 (the "Guarantor").

This security is held in support of Revolving line of credit facilities # 1 & 2.

Other security

- An acknowledged assignment of adequate fire and other perils insurance on the property of the Borrower that are subject to CIBC's security, with loss payable to CIBC and with designation of CIBC
- Intercreditor Agreement among CIBC and BDC related to the Borrower for the purpose of setting out the relative rights of the parties thereto as creditors of the Borrower

Covenants

You will ensure that:

Funded Debt to EBITDA

2.5 to 1.0 or less, at all times. This will be monitored on a quarterly basis.

Conditions

The covenants above are to be calculated as follows:

- On an unconsolidated basis:

Funded debt to EBITDA

Other covenants

- Minimum EBITDA covenant of \$1,500,000, to be calculated for Media One Creative Inc. on a standalone basis, tested annually.
- Distributions and dividends of any kind of repayment of related party or shareholder loans are not permitted without prior CIBC consent.

Reporting requirements

The following reporting is required to be provided to us.

- a) Review Engagement **annual financial statements** signed by your officer, within 120 days after the end of each fiscal year for Media One Creative Inc., on an unconsolidated basis.
- b) Compilation Engagement Report **annual financial statements** signed by your officer, within 120 days after the end of each fiscal year for Media One Group Holdings Inc., on an unconsolidated basis.
- c) Compilation Engagement Report **annual financial statements** signed by your officer, within 120 days after the end of each fiscal year for 130 QQE Holdings 2020 Inc., on an unconsolidated basis.
- d) Compilation Engagement Report **annual financial statements** signed by your officer, within 120 days after the end of each fiscal year for Rider Enterprises Inc., on an unconsolidated basis.
- e) Compilation Engagement Report **annual financial statements** signed by your officer, within 120 days after the end of each fiscal year for Media One Creative USA Inc., on an unconsolidated basis.
- f) Internally Generated quarterly **interim financial statements** signed by your officer, within 30 days after the end of each fiscal quarter-end for Media One Creative Inc., on an unconsolidated basis.
- g) Updated **personal net worth statement** from Derek Rider within 120 days after the end of each third fiscal year for Media One Creative Inc. or upon request.

Fees

These fees are in addition to fees, costs or expenses described in Schedule A Standard Credit Terms and Schedule B – Business Credit Card Agreement (Business Liability).

Loan administration fee

CDN \$150 per month payable in arrears. This fee will be charged for each month the Facility is available, even if you do not use, or maintain a balance in, the Facility.

Structuring fee

CDN \$5,000

Annual fee

CDN \$3,500

Other provisions

Currency and interest rate risk management

You may, from time to time, enter into derivative transactions with CIBC to manage currency or interest rate risk associated with credits under this letter agreement. Derivative transactions shall be governed by separate documentation entered into with CIBC which may include, without limitation, an International Swaps and Derivatives Association (“ISDA”) master agreement. Notwithstanding the agreed-upon terms of the derivative transaction, you agree and acknowledge that the terms of the credits are independent of the terms of the derivative transactions. CIBC reserves the right to review and amend the terms and conditions of the related loan or Facility, including without limitation amending interest spreads on Prime Rate or US Base Rate at any time and from time to time in accordance with the terms of this Letter. You further agree and acknowledge that security provided under the terms of this Letter that secures all of your present and future indebtedness and liabilities shall secure your indebtedness owing to each of CIBC and CIBC’s affiliates under any Facility-related derivative transactions, in addition to any security required under ISDA or other documentation.

Schedule A

The attached Schedule A, which contains certain additional provisions applicable to the Facilities other than the Business Credit Card Facility and certain definitions, forms part of this Letter.

Schedule B

The attached Schedule B, which contains certain additional provisions applicable to the Business Credit Card Facility and certain definitions, forms part of this Letter.

Repayment

All amounts under any Facility are repayable immediately on demand by us unless otherwise indicated. We may terminate any Facility in whole or in part at any time.

Replacements

This Letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of Facilities contained in this Letter. This Letter does not however serve to operate as a novation. To the extent necessary, CIBC reserves all of its rights in respect of any Security that has been granted to secure your obligations with respect to the Facilities.

Please indicate that you have read and accept the foregoing terms and conditions (including the terms and conditions in any Schedule attached to this Letter) by signing the enclosed duplicate copy of this Letter.

If we have not received a duly executed copy of this Letter and you have not fulfilled all the conditions required for us to advance funds under the Facilities indicated in this Letter by March 6, 2024, we may in our sole discretion and without notice to you, cancel all of the Facilities listed in this Letter and we will be under no further obligation to advance any funds to you under this Letter.

We would like to take this opportunity to thank you for choosing CIBC. We look forward to assisting you and your business with any future financial needs you may have.

Yours truly,

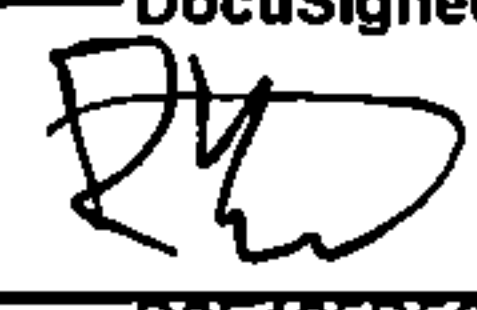
CANADIAN IMPERIAL BANK OF COMMERCE

DocuSigned by:

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Signature

Name: Victoria Corbett
Title: Authorized Signatory

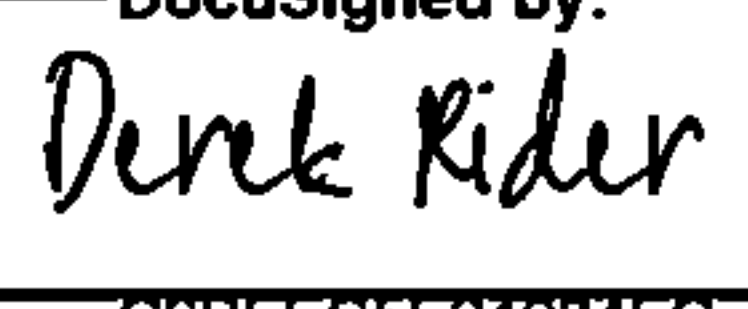
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Signature

Name: Robyn Morgan
Title: Authorized Signatory

Accepted this 08-Dec-2023 day of .

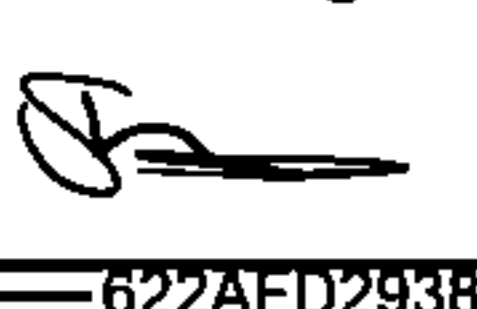
Media One Creative Inc.

DocuSigned by:

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Signature

Name: Derek Rider
Title: Authorized Signatory

Media One Creative Inc.

DocuSigned by:

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Signature

Name: Sharon Rider
Title: Authorized Signatory



LINE OF CREDIT — SCHEDULE A

1. Interest

1.1 Interest rates and calculations: Unless otherwise specified in this Agreement, and provided that in no event shall the interest rate be less than zero:

- a) Each variable interest rate provided for in this Agreement will change automatically, without notice, whenever the Prime Rate changes. Prime Rate shall be determined by us and such determination shall be conclusive.
- b) Unless otherwise stated, any interest rate stated as an annual rate of interest is an interest rate for 365 days, and for the purpose of the *Interest Act* (Canada), shall be the stated interest rate multiplied by the actual number of days in the calendar year in which such rate is to be applied and divided by 365. For the purpose of the *Interest Act* (Canada) and all other purposes, the principle of deemed re-investment of interest is not applicable and the rates of interest specified in this Agreement are nominal rates and not effective rates or yields.
- c) In calculating interest for any period, the first day of such period shall be included and the last day of such period shall be excluded, and interest shall be calculated on the applicable balance at the end of each day.
- d) Interest is payable in arrears at the frequency specified in the Letter (and if not specified is payable once a month) prior to the end of the specified payment period and on the day required by us. Interest on interest, and interest on overdue amounts is also payable on demand.
- e) Interest that is charged to you and is unpaid compounds at the frequency in which interest is payable and continues to compound whether or not CIBC demands payment from you or starts a legal action, or obtains judgment against you.
- f) Interest charged on a Canadian dollar Facility that is based on the Prime Rate is calculated based on a fraction whereby the numerator is equal to the principal balance multiplied by number of days in the year in which interest is calculated multiplied by the applicable interest rate, and the denominator is equal to 365.

2. Payments and fees

2.1 Payments: Unless you have made other arrangements with us, you agree that CIBC shall be entitled to automatically debit your Operating Account for any payments owing (including without limitation, scheduled payments, interest and fees). If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the payment being debited, the effect is that we will be charging interest on the overdue amount at the Excess Interest Rate. If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

2.2 Applying money received: All payments and money we receive from you or from any Security may be applied on such parts of your liabilities to us as we may determine. This means that we may choose which Facility to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Facility will be paid.

- 2.3 Right of off-set:** We may at any time off-set, or effect compensation and apply any deposits held by us and any other amounts owed by us to or for your credit against any and all of your obligations with respect to the Facilities, even though we have not made any demand and even though any such obligations may not yet be due and payable.
- 2.4 Our records:** Our loan accounting records will provide conclusive evidence of all terms and conditions of the Facilities such as principal loan balances, interest calculations, and payment dates.
- 2.5 Fees:** For any fee that is stated as a percentage, the amount charged will be based on the total authorized amount of all Facilities to which that fee applies.

3. Representations and warranties

- 3.1 Representations and warranties:** To induce us to establish and maintain the Facilities, you represent and warrant to us as follows:
- a) You have all necessary capacity, power and authority to own your property, to carry on the business carried on by you, and to enter into and perform your obligations under this Agreement and the Security.
 - b) This Agreement and the Security have been duly authorized, executed and delivered, and constitute legal, valid and binding obligations and are enforceable in accordance with their terms.
 - c) The execution and delivery by you of this Agreement and the Security and the performance by you of your obligations thereunder, and the obtaining by you of amounts under the Facilities, will not conflict with or result in a breach of any applicable law, and will not conflict with or result in a breach of or constitute a default under any of the provisions of your constating documents or by laws or any agreement or restriction to which you are a party or by which you are bound.
 - d) All financial statements for you that you deliver to us will present fairly your financial position in accordance with Generally Accepted Accounting Principles, as of the dates thereof and for the fiscal periods then ended.
 - e) Since the date of the most recent financial statements of you delivered to us, there has occurred no event which, individually or with any other events, has had, or which may reasonably be expected to have, a Material Adverse Effect.
 - f) You have not failed to observe or perform, beyond any period of grace permitted by us, any of your obligations in this Agreement.
 - g) Except as disclosed in writing by you to us prior to the date of this Agreement with specific reference to this Agreement, to the best of your knowledge (i) the business carried on and the property owned or used at any time by you and your predecessors has at all times been carried on, owned or used in compliance with all environmental laws; (ii) there are no circumstances that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding the release from or presence of any hazardous substance on any lands used in or related to your business or property; (iii) there are no proceedings and there are no circumstances or material facts which could give rise to any proceeding in which it is or could be alleged that you are responsible for any domestic or foreign clean up or remediation of lands contaminated by hazardous substances or for any other remedial or corrective action under any environmental laws; and (iv) you have maintained all environmental and operating documents and records relating to your business and property in the manner and for the time periods required by any environmental laws. Except as disclosed to us in writing with reference to this Agreement, you have never conducted an environmental audit of your business or property.
 - h) No representation or warranty made by you herein or in any other document furnished to us from time to time contains or will contain any untrue statement of a material fact or omits or will omit to

state any material fact necessary to make such statements not misleading. All projections and pro forma information delivered to us from time to time by you are and will be prepared in good faith based on assumptions believed by you to be reasonable at the time of delivery.

- 3.2 Survival:** All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the obtaining of amounts under the Facilities, and the obtaining of any amount under any Facility shall constitute a reaffirmation on and as of such delivery date and such borrowing date, of all representations and warranties contained in this Agreement, in each case with reference to the then existing facts and circumstances.

4. Additional obligations

- 4.1 Failure to perform:** You will notify us promptly if you fail to perform or observe any of your obligations in this Agreement.
- 4.2 Expenses:** You will reimburse us for all reasonable fees (including legal fees) and out of pocket expenses incurred in (i) performing any searches (whether the Facility is secured or unsecured) or preparing or filing any registrations in relation to the approval, maintenance, review, renewal or amendment of your Facilities; (ii) preparing, registering, maintaining, renewing, reviewing, assessing, appraising or amending any Security; (iii) responding to requests from you for waivers, amendments, renewals and other matters; (iv) enforcing our rights under this Agreement or any Security; (v) discharging or replacing any Security; and (vi) having mortgaged property appraised periodically to determine its value, but not more often than once a year. Unless you have made other arrangements with us, we will automatically debit your Operating Account for any of these amounts owing to us on the date when they are payable as advised by us.
- 4.3 Further information:** You will provide such further information about you and / or your business and your Subsidiaries as is reasonably requested by us from time to time, and such information shall be in a form acceptable to us.
- 4.4 Further assurances:** You will from time to time promptly upon request by us do and execute all such acts and documents as may be reasonably required by us to give effect to the Facilities and the Security.
- 4.5 Insurance:** You will keep all your assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for similar property and for any other risks we may reasonably require. Upon request, you will provide to us either the policies themselves or adequate evidence of their existence. If any insurance coverage for any reason stops, we may (but shall have no obligation to) insure the property. Finally, you will notify us immediately of any loss or damage to any of your property.
- 4.6 Liens and dispositions of property:** There is no Lien on any of your present or future assets, and you shall not assign any right to any income, without our prior consent, except in the case of: (i) a Purchase Money Lien; (ii) a Lien existing on an asset when it was acquired; (iii) a renewal or replacement of a Purchase Money Lien or a Lien referred to in (ii) above, so long as the principal amount secured by the Lien does not increase; or (iv) a Normal Course Lien. You will not sell, assign, transfer, create or cause or permit anyone else to create, a Lien (other than a Normal Course Lien), or otherwise dispose of, all or any material part of your property, except for sales in the normal course of your business for fair market value or as otherwise consented by CIBC in writing.
- 4.7 Additional financing:** Unless otherwise agreed in the Letter, you will not obtain any additional financing or enter into any long-term leases without our prior written consent (which consent will not be unreasonably withheld).
- 4.8 Investments:** Unless otherwise agreed in the Letter, you will not make any Investment without our prior written consent.

- 4.9 Transactions with affiliates:** Except as specifically permitted by us, you will not enter into any transaction, including the purchase, sale or exchange of any property or the rendering of any services, with any of your shareholders or Affiliates, or with any of your or their directors or officers, or enter into, assume or permit to exist any employment, consulting or similar agreement or arrangement with any such shareholder or Affiliate or with any of your or their directors or officers, except a transaction or agreement or arrangement which is in the ordinary course of your business and which is upon fair and reasonable terms not less favourable to you than it would obtain in a comparable arms-length transaction. You will ensure that your Subsidiaries (if any) comply with this section.
- 4.10 Notice of change, amalgamations, corporate restructuring:** You will provide us with at least 30 days' prior notice (or as otherwise required by applicable law) of any name or legal status change, amalgamation, corporate restructuring or similar transaction. You must also notify CIBC immediately of any change in the ownership of or title of any Security or if any Security is substituted.
- 4.11 Application to subsidiaries:** If requested by us, you will ensure that each of your Subsidiaries complies with this Agreement as if the references to you therein were references to each such Subsidiary.

5. Indemnities

- 5.1 Legal and regulatory change:** You agree to pay us the amount necessary to compensate us if, after the date of this Agreement, our cost of offering or providing the Facilities to you is increased, or the amount that we receive under the Facilities is reduced because of a change in the law, or the introduction of a new law, or our compliance with any request or directive by any central bank, superintendent of financial institutions or other comparable authority which (i) subjects us to any tax with respect to the Facilities; (ii) changes the basis of taxation of payments to us under the Facilities (except for changes in the rate of tax on our overall net income); (iii) imposes any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Facilities; or (iv) imposes any other condition or restriction on us. We will notify you promptly of any such event. Our certificate containing reasonable details of our calculations shall be conclusive evidence of the amount you must pay us.
- 5.2 Tax withholding:** You will, whenever legally permitted, pay all amounts due to us under this Agreement without any reduction or withholding on account of Taxes, other than Excluded Taxes. If you are required by law to make any such reduction or withholding, then the amount payable by you shall be increased so as to yield to us on a net basis, after payment of all Taxes and after payment of all Excluded Taxes on any additional amounts payable under this section, the rates of interest and the amounts specified in this Agreement.
- 5.3 Indemnity:** You hereby indemnify and agree to hold CIBC, its directors, officers, employees and agents harmless from all losses, damages, costs, demands, claims, expenses (including out-of-pocket expenses) and other consequences incurred, sustained or suffered, other than pursuant to the indemnified parties' own negligence or wilful misconduct, in relation to any of your Facilities or any Security, or enforcing or protecting the provisions thereof, including, without limitation: (i) legal and other professional expenses reasonably incurred by CIBC and whether incurred in defending any action brought against CIBC, or in any proceedings brought by CIBC against you, any guarantor of your liabilities to CIBC hereunder or with respect to your or any guarantor's property charged or pledged to CIBC for the purpose of protecting, taking possession thereof, holding or realizing thereon, or otherwise in connection herewith; (ii) all sales taxes, and goods and services taxes, and similar taxes that are payable with respect to any goods or services CIBC makes available to you under this Agreement, and any other taxes, interest, penalties or other liabilities that may become payable by CIBC or to which CIBC may be subjected as a result of your failure to pay such taxes; (iii) your giving of notice to CIBC that you wish to obtain funds under a Facility and your subsequent failure to accept such funds; (iv)

your repayment of any amount on which interest is fixed until a certain date, other than on that date, or you repay any other amount other than on its maturity date; (v) your failure to make any payment you are required to make, or to fulfil any other obligation promptly under this Agreement; (vi) the cost of any environmental assessment or other reports, or of defending any lawsuits, or of any fines, or for any preventative, remedial, or clean-up activity, or to compensate for any loss or damage to any property or person, in each case arising from any failure by you to carry on your business, and maintain your assets and property in accordance with all applicable environmental laws and regulations, or arising from any release, deposit, discharge or disposal of pollutants of any sort in connection with either your business or property. Your indemnity obligations under this section continue even after the Facilities have been repaid or cancelled or this Agreement has terminated.

6. General

- 6.1 Calculations relating to financial covenants:** All calculations relating to financial covenants may be done, at our option on a consolidated basis, as indicated in the Letter, and each amount derived from your profit and loss statement shall be calculated as the total of such amount during your four most recently completed fiscal quarters (or, if agreed upon by us in our sole discretion, during your most recently-completed fiscal year), as shown in your most recent financial statements delivered to us.
- 6.2 Reporting requirements:** We may, at our option and as indicated in the Letter, require certain reports to be delivered on a consolidated or unconsolidated basis.
- 6.3 Our pricing policy:** The fees, interest rates and other charges for your banking arrangements with us are dependent upon each other. Accordingly, if you cancel or do not follow through with, in the manner originally contemplated, any of these arrangements, we reserve the right to require payment by you of increased or added fees, interest rates and charges as a condition of the continuation of your banking arrangements.
- 6.4 Our rights re: demand facilities:** We may, at our discretion, demand immediate repayment of any outstanding amount under any demand Facility. We may also, at any time, and for any reason, cancel the unused portion of any demand Facility.
- 6.5 Pre-conditions:** You may use the Facilities granted to you in the Letter only if:
- a) We have received properly signed copies of all documentation that we may require in connection with the Facilities, the operation of your accounts and your ability to borrow and give us the Security we require;
 - b) All the required Security has been received and, if we require it, registered to our satisfaction;
 - c) Any special provisions or conditions set forth in the Letter have been complied with; and
 - d) If applicable, you have given us the required number of days notice for drawing under a Facility.
- 6.6 Miscellaneous:** You allow us to provide particulars of any of the Facilities where we determine it is necessary for purposes of approving, setting up, maintaining, renewing, amending, restating, replacing or discharging any Facility or any Security, and you allow us to give a copy of this Agreement and any Security granted by you or any other person to CIBC, to each existing guarantor (as well as to any future guarantors) and any signing officer of the business that we have on file as an authorized signing officer, each as we may determine necessary, together with copies of all renewals, replacements, restatements, supplements or amendments to this Agreement or any Security.
- 6.7 Confidentiality:** The terms of this Agreement are confidential between you and us, and accordingly you will not disclose the contents of this Agreement to anyone except your professional advisors or except as may be required by law.

- 6.8 Assignment / Participation and consent to information release:** You acknowledge that we may assign, or offer a participation in, the Facilities, or your liabilities thereunder, to an assignee or participating third party, other entity, CIBC subsidiary or CIBC business unit (the “beneficial owner”), whether or not such beneficial owner is named in this Agreement or any other document referencing such Facilities. You agree that we may disclose any information relating to such Facilities (including any personal guarantee) to such beneficial owner (including, without limitation, any personal information), or its agents, any assignee of such beneficial owner, and any Service Provider (as defined below). Personal information includes all information provided by a principal of the business or a guarantor of your debt or other information obtained by us in connection with your credit application and / or the credit agreement, and any ongoing information and documentation about you, any guarantor of your debt, or your Facilities, to the extent required by the beneficial owner, its agent or assignee, or any service provider, to enable such person to administer the Facilities and exercise its rights thereunder. “Service Provider” means a person or entity that has been engaged in connection with the servicing, maintenance, collection or operation of your Facilities or the provision of services or benefits to you and / or any guarantor of your debt (including loyalty programs). You may not transfer or assign this Agreement or any Facility without CIBC’s express written consent.
- 6.9 Waiver:** No delay on our part in exercising any right or privilege will operate as a waiver thereof, and no waiver of any failure or default will operate as a waiver thereof unless made in writing and signed by an authorized officer of us, or will be applicable to any other failure or default.
- 6.10 Counterparts:** This Agreement may be executed in one or more counterparts, including electronic counterparts, which together shall constitute one and the same agreement.
- 6.11 Notice:** Any communication or notice to be given with respect to the Facilities may be effectively given by delivering the same at the addresses set out herein (or as set out in any Guarantee or other documentation provided to CIBC in relation to the Facilities), or by sending the same by facsimile, or by regular or prepaid registered mail to the parties at such addresses. Any notice so mailed will be deemed to have been received on the fifth (5th) day next following the mailing thereof, provided that postal service is in normal operation during such time. Any facsimile notice will be deemed to have been received on transmission if sent on a Business Day and, if not, on the next Business Day following transmission. Any notice delivered by hand (including without limitation, by courier) will be deemed received on the date of delivery. Either party may from time to time notify the other party, in accordance with this section, of any change of its address which thereafter will be the address of such party for all purposes of the Facilities. It is your responsibility to notify CIBC of any change to your address and the address of any Guarantor. If CIBC is not advised of such change of address, the last known address we have will be deemed to be the current address for purposes of notice and service hereunder.
- 6.12 Limitation period:** To the extent permitted by law, a party to this Agreement (the "Claiming Party") may bring an action in respect of any loss or damage that occurs as a result of an act or omission on the part of another party (the "Defaulting Party") within two (2) years from the date (i) the Claiming Party first knew the loss or damage occurred and was contributed to by an act or omission of the Defaulting Party; or (ii) on which a reasonable person with the abilities and circumstances of the Claiming Party ought to have known of the matters referred to in (i) above.
- 6.13 Governing law:** The laws of the province or territory in which you have your principal place of business (or where your chief executive office is, if you have more than one principal place of business) at the time of the signing of this Agreement, and the federal laws of Canada applicable therein shall apply to this Agreement. The parties submit to the exclusive jurisdiction of the courts in that province or territory.

7. Revolving facilities

A revolving Facility may also be referred to in this Agreement as a Line of Credit. Unless otherwise stated in the Letter, the following terms apply to each Facility that is described in the Letter as a revolving Facility.

- 7.1 Changes:** The Facility offered, the Credit Limit, the interest rate, interest rate spread, minimum payments required and other terms of the Facility and the Agreement may be changed at our sole discretion and without prior notice (unless otherwise required). Such changes will take effect immediately or, in the event that we are required to provide you with prior notice under an applicable statute, regulation or otherwise, will take effect on the date indicated in such notice. These changes may apply to all amounts owing on or arising after the date that you receive notice of the change. If agreement to such change is required by applicable law, regulation or otherwise, if you continue to use the Facility after the date on which such changes will take effect (as may be indicated in any notice we send to you), you will be deemed to have agreed to any such change.
- 7.2** We may, without notice to you, return any debit from your Operating Account to which your Line of Credit is attached that, if paid, would result in the Credit Limit for that particular Facility being exceeded, unless you have made prior arrangements acceptable to CIBC. If we pay any of these debits, you must repay us immediately the amount by which the Credit Limit for that particular Facility is exceeded.
- 7.3 Credit limit:** If you exceed your Credit Limit on any Facility, we may not advance money, even if we have done so in the past. In cases where we do advance money when you have exceeded your Credit Limit on any Facility, you agree to repay the excess amount immediately.
- 7.4 Circular payments:** You agree not to use each revolving Facility to move debt from one Facility to another. If nevertheless you use a revolving Facility to make a payment on another Facility, then you must deposit, to the Operating Account to which the revolving Facility is attached, from other sources, in addition to any other amount you are required to deposit, the amount of such payment.

8. Definitions

In this Agreement “you” and “your” refer to the customer in whose favour, subject to the terms of this Agreement, the Facilities are established (and for greater certainty, if the customer is a business, such terms refer to the business and not a key principal, principal, guarantor or signing officer of the business), and “CIBC”, “we”, “us” and “our” refer to Canadian Imperial Bank of Commerce.

Unless otherwise stated in this Agreement:

“**Affiliate**” means any other person or entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with you and includes any person or entity in like relation to an Affiliate. One person or entity shall be deemed to control another person or entity if the first person or entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person or entity, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means the Letter, including this Schedule and any other Schedules to the Letter, as amended, renewed, replaced or supplemented from time to time.

“**Amendment Fee**” means the fee charged for each amendment request by you. The amendment fee compensates us for the due diligence, analysis and administration necessary to amend your Facility(ies).

“**Annual Fee**” means the fee payable upon your acceptance of the Facility(ies), and to be charged when you are renewing an existing Facility(ies). This fee compensates us for the review, due diligence and financial statement analysis necessary to renew your Facility(ies).

“**Business Day**” means any day excluding Saturday, Sunday and excluding any day which is a legal holiday in the province or territory where you have your Operating Account.

“Capital Expenditures” means the outlay of money to acquire or improve capital assets such as buildings, machinery, vehicles, etc.

“CIBC Base Rate” means the current posted interest rate per year which varies by term as declared by CIBC for CIBC brand closed fixed rate fixed term loans in Canada.

“Credit Limit” means, in respect of any Facility, the credit limit indicated in the Letter.

“Current Assets” means cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

“Current Liabilities” means debts that are or will become payable within one year or one operating cycle, whichever is longer, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue, operating loans and the current portion of long-term debt.

“Current Ratio” means the sum of Current Assets divided by the sum of Current Liabilities.

“Debt” includes (i) an obligation for borrowed money; (ii) an obligation evidenced by a note, bond, debenture or other similar instrument; (iii) an obligation for the deferred purchase price of property or services; (iv) a capitalized lease obligation; (v) a guarantee, indemnity or financial support obligation, determined in accordance with GAAP; (vi) an obligation (of you or any other person or entity) secured by a Lien on any of your property, even though you have not otherwise assumed or become liable for the payment of such obligation; (vii) an obligation arising in connection with an acceptance facility or letter of credit issued for your account; and (viii) a capital share that is redeemable by you either at a fixed time or on demand by the holder of such share, valued at the maximum purchase price at which you may be required to redeem, repurchase or otherwise acquire such share.

“Debt Service Ratio” means EBITDA divided by the sum of principal payments and interest expense.

“Dividends” means payments to shareholders reflected as a charge against retained earnings. Dividends may be paid on both preferred and common shares. Dividends must be approved by the company’s board of directors, and may only be declared if the company meets specified financial tests.

“EBITDA” means earnings before income taxes, plus interest and depreciation / amortization.

“Effective Equity” means Shareholders' Equity, plus all Postponed Debt.

“Eligible Inventory Value” means, at any time, the value of your inventory, determined at the lower of cost and market on a first in, first out basis. For purposes of this valuation we exclude any inventory (i) that is work-in-progress; (ii) that is not located in Canada; (iii) that is not subject to the applicable duly perfected Liens created by the Security; (iv) that is subject to any Lien not specifically permitted by us; (v) that may be seized by your landlord; (vi) that is obsolete or not readily saleable in the ordinary course of business; (vii) that has not been paid for in full and is subject to a right of repossession; or (viii) that is otherwise excluded by us in our reasonable discretion.

“Eligible Receivable Value” means, at any time, the receivables of the Borrower and its Subsidiaries then existing, less any receivable that (i) is not then subject to the applicable duly perfected Liens created by the Security, (ii) is subject to any Lien other than as specifically permitted by CIBC, (iii) is payable more than 30 days after the date of shipment of the inventory or the provision of the service that created such receivable, (iv) has been outstanding for 90 days or more, (v) is subject to any offset or counterclaim by the applicable account debtor, (vi) is owed by any person whose principal place of business is located outside Canada or the United States of America, (vii) is payable in a currency other than Canadian or US dollars, (viii) is owed by an Affiliate of the Borrower or any employee, agent or representative of the Borrower or of any such Affiliate, (ix) with respect to which a cheque, note, draft or other payment instrument has not been honoured in accordance with its terms, or (x) has been specifically identified by CIBC as an excluded receivable for the purpose hereof or is owed by any person that is insolvent or is otherwise doubtful of collection in the reasonable opinion of CIBC.

“Excess Interest Rate”, means the variable reference interest rate per year declared by CIBC from time to time to be its interest rate on accounts that exceed their authorized Credit Limit, which is currently an annual rate of 21%.

“Excluded Taxes” means Taxes imposed on CIBC’s overall net income or franchise taxes, taxes on doing business or taxes measured by our capital or net worth.

“GAAP” or “Generally Accepted Accounting Principles” means those accounting principles which are recognized as being generally accepted in Canada and which are in effect from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants. If you have, or the party to which references to GAAP are intended to apply has, adopted International Financial Reporting Standards (“IFRS”), then the applicable references in this Agreement to GAAP or Generally Accepted Accounting Principles may be interpreted to mean IFRS, but only if CIBC has consented to such change.

“Intangibles” means assets of the business that have no value in themselves but represent value in the context of the business operation, including, without limitation, such personal property as goodwill; copyrights, patents and trademarks; franchises; licences; leases; research and development costs; capitalized advertising costs; organization costs; exploration permits; and deferred development costs.

“Insured Receivables” means your receivables that are insured by an insurance company acceptable to us.

“Investment” means any direct or indirect investment in or purchase or other acquisition of the securities of or any equity interest in any person or entity, any loan or advance to, or arrangement for the purpose of providing funds or credit to (excluding extensions of trade credit in the ordinary course of business in accordance with customary commercial terms), or capital contribution to, any person or entity, or any purchase or other acquisition of all or substantially all of the property of any person or entity.

“Letter” means the letter agreement between you and CIBC to which this Schedule and any other Schedules are attached, as the same may be amended, restated, supplemented, renewed or replaced from time to time.

“Lien” includes without limitation a mortgage, charge, lien, hypothec, prior claim, security interest or encumbrance of any sort on any property or asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

“Loan” means a term loan under a Facility.

“Loan Administration Fee” means the monthly fee charged for monitoring and administering any Facility that is a revolving Facility.

“Material Adverse Effect” means a material adverse effect on your business, property, condition (financial or otherwise) or prospects considered as a whole, or a material adverse effect on your ability to perform your obligations under any of this Agreement and the Security.

“Normal Course Lien” means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor to secure debts owed to that creditor) and (b), taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

“Operating Account” means your Canadian dollar or US dollar business operating account(s) with us selected by us from time to time.

“Other Fees” or “Fees” means any other fees charged for your Facility(ies), which could relate to the type of instrument used in connection with a Facility, the discharge of Security, site inspection fees, environmental reports prepared by us or completed by an environmental engineering company, fees required to be paid for government sponsored programs, etc. The specific reason and amount of the fee is detailed in the Letter or as advised by us.

“Postponed Debt” means Debt (i) where priority of both repayment and security is formally postponed by the holder of such Debt in our favour by a written postponement satisfactory to us; (ii) incurred without breaching

any obligation to us and at a time when you are not in default of any obligation to us; (iii) no principal of which is repayable so long as any amount is owed by you to us (or until such earlier date as we may agree in writing); (iv) which is not secured by any covenant that is more onerous than or in excess of the covenants in our favour in this Agreement.

“Prime Rate” means a fluctuating annual interest rate equal at all times to the reference rate of interest (however designated) by CIBC for determining interest chargeable by us on loans in Canadian dollars made in Canada.

“Prior Ranking Claims” means, at any time, any of your liabilities that ranks, in right of payment in any circumstances, equal to or in priority to any of your liabilities to us. Examples are unpaid wages, salaries and commissions, unremitted source deductions for vacation pay, arrears of rent, unpaid taxes, amounts owed in respect of worker’s compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Lien.

“Purchase Money Lien” means any Lien which secures a Purchase Money Obligation permitted by this Agreement, provided that such Lien is created not later than 30 days after such Purchase Money Obligation is incurred and does not affect any asset other than the asset financed by such Purchase Money Obligation.

“Purchase Money Obligation” means any Debt (including without limitation a capitalized lease obligation) incurred or assumed to finance all or any part of the acquisition price (and not exceeding the fair market value) of any asset acquired by you.

“Security” means any security (including, without limitation, any guarantee) held by us for your indebtedness, obligations and liabilities to us, whether granted in respect of a particular Facility or all Facilities.

“Shareholders’ Equity” means the total shareholders’ equity (or, as the case may be, partners’ capital or proprietor’s capital) that would be shown on your balance sheet prepared in accordance with GAAP but excluding (i) any accounts owed to you by an Affiliate or any shareholder, director, officer, employee, agent or representative of you or an Affiliate; and (ii) any Intangibles.

“Structuring Fee” means the fee payable in advance upon your acceptance of the Facility(ies) and to be charged when you are requesting a new Facility. The structuring fee provides compensation for the time spent by CIBC to process your Facility application.

“Subsidiary” means any person or entity of which you, directly or indirectly, beneficially own or control, shares or other equity units having ordinary voting power to elect a majority of the board of directors or other individuals performing comparable functions, or which are entitled to or represent more than 50% of the owners’ equity or capital or entitlement to profits, and shall include any other person or entity in like relationship to a Subsidiary of you.

“Taxes” means all income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings now or hereafter imposed, levied, collected, withheld or assessed and includes sales taxes, value added taxes and goods and services taxes.

“Total Liabilities” means all Debt and other balance sheet liabilities classified under GAAP as current and long term liabilities.

“Total Liabilities to Effective Equity Ratio” means the ratio of X to Y, where X is Total Liabilities, less all Postponed Debt, and Y is the total of Shareholders' Equity, plus all Postponed Debt.

“Unfunded Capital Expenditures” means capital expenditures that are not specifically financed with long term Debt.



CIBC COMMERCIAL BANKING

AMENDMENT TO THE CREDIT AGREEMENT

81 Bay St., 10th floor, Toronto, ON, M5J 0E7

Dated December 6, 2023 (including all previous amendments thereto), the “Agreement”
between Canadian Imperial Bank of Commerce ("CIBC") and MEDIA ONE CREATIVE INC. (the “Borrower”)

Amendment # 1

The Agreement is amended as follows:

Security

Under the unlimited Guarantee from Rider Enterprises Inc. amend as follows:

Delete

- **Security agreement**

Security Agreement granting a first security interest in:

- All present and after acquired personal property

To be registered in the jurisdiction of Ontario

Add

- **Security agreement**

Security Agreement granting a third security interest in:

- All present and after acquired personal property

To be registered in the jurisdiction of Ontario

Delete

Guarantee(or Agency)Guarantee:

Guarantee of your debts under these Facilities from EDC with supporting corporate or other resolution in an amount that is limited to CDN \$2,500.000 (the “Guarantor”).

This security is held in support of Revolving line of credit facilities # 1 & 2.

Add

Guarantee(or Agency)Guarantee:

Guarantee of your debts under these Facilities from EDC with supporting corporate or other resolution in an amount that is limited to CDN \$2,500.000 (the “Guarantor”).

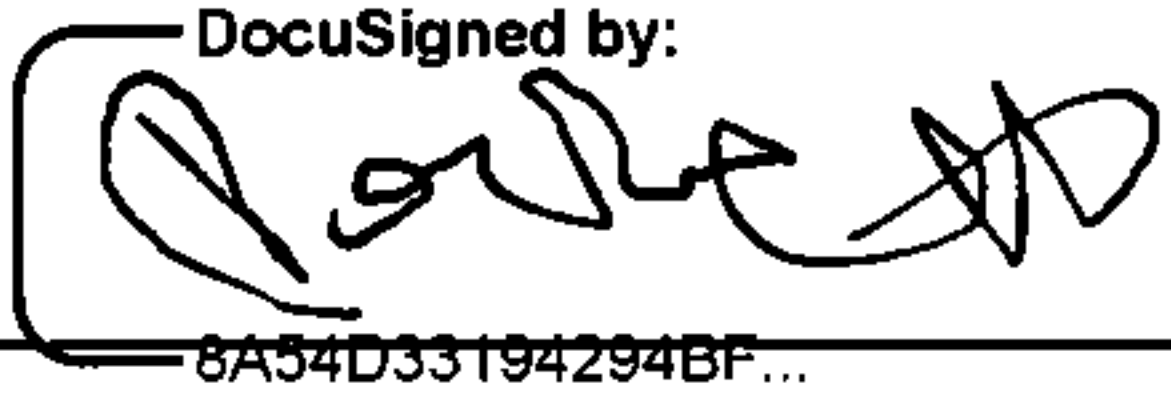
This security is held in support of Revolving line of credit facility.

Confirmation

As revised by this Amendment, the Agreement remains in full force.

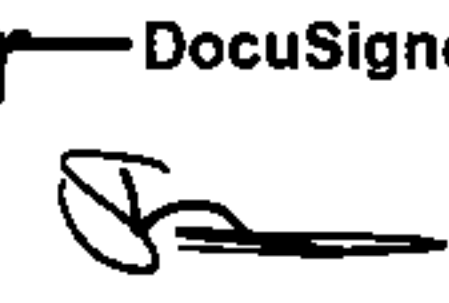
Dated as of: 10-Jan-2024

For CIBC

By:  DocuSigned by: 8A54D33194294BF...

Name: Victoria Corbett
Title: Authorized Signatory

For the Borrower

By:  DocuSigned by: 622AFD29386D408...

Name: Sharon Rider
Title: Authorized Signor

This is **Exhibit “G”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)



00002, 199 BAY STREET, TORONTO, ON M5L1G9
Bank Office

For valuable consideration, the undersigned (the “Customer”) agrees with Canadian Imperial Bank of Commerce (“CIBC”) as follows:

1. **Grant of Security.** The Customer mortgages, charges and assigns to CIBC, and grants to CIBC, and CIBC takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide CIBC in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of any such property (collectively, the “Collateral”) as a general and continuing collateral security for the due payment and performance of the Liabilities:
- ☐ a) **Specific Personal Property:** the Personal Property described in Schedule A.
- ☒ b) **All Personal Property:** all of the Customer’s present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule A).
- ☐ c) **All Real Property:** all of the Customer’s present and after-acquired real Property (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: Check appropriate box or boxes to indicate which of paragraphs (a), (b), or (c) are to apply. If no box is checked off, paragraph (b) will apply.

2. **Governing Law.** This agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS. The Additional Terms and Conditions (including any schedules) on the following pages form part of this agreement.

The Customer has signed this Agreement on 08-Dec-2023.

<u>08-Dec-2023</u> Date	<u>X</u> Signature
<u>MEDIA ONE CREATIVE INC.</u> Name of Business Entity	<u>Derek Rider</u> Name & Title
<u>1108-130 QUEENS QUAY E</u> Street Address	<u>X</u> Signature
<u>TORONTO, Ontario, M5A0P6</u> City/Town, Province and Postal Code	<u></u> Name & Title

Note: If a corporation, the title or office (such as "Director", "President" or "Secretary") of the person signing should be noted below that person's signature.

Note: If the Customer is a corporation, the office (such as “President” or “Secretary”) of the person signing should be noted below that person’s signature.

Schedule A

The following is a description of property included in the Collateral (describe personal property by item or kind; if space is insufficient, use a separate sheet):

Schedule B

The following are the Places of Business (if space is insufficient, use a separate sheet):

Additional Terms And Conditions

3. **Places of Business.** The Customer represents and warrants that the locations of all existing Places of Business are specified in Schedule B. The Customer will promptly notify CIBC in writing of any additional Places of Business as soon as they are established. Subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
4. **Collateral Free of Charges.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Customer will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken.
5. **Use of Collateral.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for CIBC and will be immediately paid to CIBC.
6. **Insurance.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property will contain a mortgage clause, in favour of CIBC and in any event the Customer assigns all proceeds of insurance on the Collateral to CIBC. The Customer will, from time to time at CIBC's request, deliver such policies (or satisfactory evidence of such policies) to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will not have to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to all or any part of the Collateral.
7. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC.
8. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Customer of the existence of this Agreement. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
9. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.
10. **Default.**
 - (1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
 - (a) the Customer does not pay any of the Liabilities when due;
 - (b) the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and CIBC;
 - (c) any representation, warranty or statement made by or on behalf of the Customer to CIBC is untrue in any material respect at the time when or as of which it was made;
 - (d) the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
 - (e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership, there is a dissolution or change in the membership of the partnership;
 - (f) the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (g) a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
 - (h) the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or

- (i) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.

(2) **Rights upon Default.** Upon Default, CIBC and a Receiver, as applicable, will to the extent permitted by law have the following rights.

(a) **Appointment of Receiver.** CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver’s acts or omissions) be considered to be the Customer’s agent. CIBC may from time to time fix the Receiver’s remuneration and the Customer will pay CIBC the amount of such remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver’s actions or omissions.

(b) **Dealings with the Collateral.** CIBC or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer’s business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC or the Receiver considers appropriate. CIBC or the Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.

(c) **Realization.** CIBC or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC or the Receiver considers appropriate. CIBC or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.

(d) **Application of Proceeds After Default.** All Proceeds of Collateral received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver’s remuneration and other expenses of enforcing CIBC’s rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.

(3) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.

(4) **Deficiency.** The Customer will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.

11. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC’s agent.

12. **Charges and Expenses.** The Customer agrees to pay on demand all costs and expenses incurred (including among other things legal fees on a solicitor and client basis) and fees charged by CIBC in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law, compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by CIBC or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Customer’s business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities, and the Customer will reimburse CIBC upon demand for any amount so paid.

13. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements, other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Customer’s real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to this Agreement. If permitted by law, the Customer waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Customer irrevocably appoints the Manager or the Acting Manager from time to time of CIBC’s branch specified on the first page of this Agreement as the
- CONFIDENTIAL

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Security Agreement

Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as CIBC or such other Person considers appropriate.

14. **Dealings by CIBC.** CIBC may from time to time increase, reduce, discontinue or otherwise vary the Customer's credit facilities, grant extensions of time and other indulgences, take and give up any Charge, abstain from taking, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Customer, customers of the Customer, guarantors and others, and with the Collateral and any Charges held by CIBC, as CIBC considers appropriate without affecting the Customer's obligations to CIBC or CIBC's rights under this Agreement.

15. **Definitions.** In this Agreement:

"Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA.

"Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Customer (or any Person on the Customer's behalf) has access.

"Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.

"Consumer Goods" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.

"Default" has the meaning set out in subsection 10(1).

"Liabilities" means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Customer to CIBC, wherever and however incurred and any unpaid balance thereof.

"Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.

"Person" means any natural person or artificial body (including among others any firm, corporation or government).

"Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.

"Place of Business" means a location where the Customer carries on business or where any of the Collateral is located (including any location described in Schedule B).

"PPSA" means the Personal Property Security Act in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation) and in the case of any province or territory that does not have an act by that name, such legislation as deals generally with Charges on personal property.

"Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Customer.

"Receiver" means a receiver or a receiver and manager.

"Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.

"Serial Number" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.

"Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

16. **General.**

- (1) **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Customer will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under this Agreement following Default, will assign such last day as directed by CIBC.
- (2) **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach
 - i) to existing Collateral when the Customer signs this Agreement, and
 - ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

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- (3) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Customer to acquire rights in or to any of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Customer grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.
- (4) **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section 1 has been checked without there being any property described in Schedule A does not affect the nature or validity of CIBC's security in the Collateral.
- (5) **Entire Agreement.** CIBC has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require CIBC to make, renew or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.
- (6) **Additional Security.** The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.
- (7) **Joint and Several Liability.** If more than one Person signs this Agreement as the Customer, the obligations of such Persons will be joint and several.
- (8) **Severability; Headings.** Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.
- (9) **Interpretation.** When the context so requires, the singular will be read as the plural, and vice versa.
- (10) **Copy of Agreement.** The Customer acknowledges receipt of a copy of this Agreement.
- (11) **Waivers.** If this Agreement is governed by the laws of Saskatchewan and the Customer is a corporation, the Customer agrees that The Limitation of Civil Rights Act, The Land Contracts (Actions) Act and Part IV (excepting only section 46) of The Saskatchewan Farm Security Act do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of CIBC under this Agreement or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.
- (12) **Notice.** CIBC may send to the Customer, by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document required by the PPSA to be delivered by CIBC to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date.
- (13) **Enurement; Assignment.** This Agreement will enure to the benefit of and be binding upon CIBC, its successors and assigns, and the Customer and the Customer's heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Agreement without CIBC's prior written consent.



00002, 199 BAY STREET, TORONTO, ON M5L1G9
Bank Office

For valuable consideration, the undersigned (the “Customer”) agrees with Canadian Imperial Bank of Commerce (“CIBC”) as follows:

1. **Grant of Security.** The Customer mortgages, charges and assigns to CIBC, and grants to CIBC, and CIBC takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide CIBC in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of any such property (collectively, the “Collateral”) as a general and continuing collateral security for the due payment and performance of the Liabilities:
- ☐ a) **Specific Personal Property:** the Personal Property described in Schedule A.
- ☒ b) **All Personal Property:** all of the Customer’s present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule A).
- ☐ c) **All Real Property:** all of the Customer’s present and after-acquired real Property (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: Check appropriate box or boxes to indicate which of paragraphs (a), (b), or (c) are to apply. If no box is checked off, paragraph (b) will apply.

2. **Governing Law.** This agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS. The Additional Terms and Conditions (including any schedules) on the following pages form part of this agreement.

The Customer has signed this Agreement on 08-Dec-2023.

<u>08-Dec-2023</u> Date	<u>X</u> DocuSigned by: <i>Derek Rider</i> C68FEC5E24034FC... Signature
<u>MEDIA ONE GROUP HOLDINGS INC.</u> Name of Business Entity	<u>Derek Rider</u> Name & Title
<u>58 WARWICK AVE</u> Street Address	<u>X</u> Signature
<u>AJAX, Ontario, L1Z1L6</u> City/Town, Province and Postal Code	<u></u> Name & Title

Note: If a corporation, the title or office (such as "Director", "President" or "Secretary") of the person signing should be noted below that person's signature.

Note: If the Customer is a corporation, the office (such as “President” or “Secretary”) of the person signing should be noted below that person’s signature.

Schedule A

The following is a description of property included in the Collateral (describe personal property by item or kind; if space is insufficient, use a separate sheet):

Schedule B

The following are the Places of Business (if space is insufficient, use a separate sheet):

Additional Terms And Conditions

3. **Places of Business.** The Customer represents and warrants that the locations of all existing Places of Business are specified in Schedule B. The Customer will promptly notify CIBC in writing of any additional Places of Business as soon as they are established. Subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
4. **Collateral Free of Charges.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Customer will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken.
5. **Use of Collateral.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for CIBC and will be immediately paid to CIBC.
6. **Insurance.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property will contain a mortgage clause, in favour of CIBC and in any event the Customer assigns all proceeds of insurance on the Collateral to CIBC. The Customer will, from time to time at CIBC's request, deliver such policies (or satisfactory evidence of such policies) to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will not have to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to all or any part of the Collateral.
7. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC.
8. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Customer of the existence of this Agreement. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
9. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.
10. **Default.**
 - (1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
 - (a) the Customer does not pay any of the Liabilities when due;
 - (b) the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and CIBC;
 - (c) any representation, warranty or statement made by or on behalf of the Customer to CIBC is untrue in any material respect at the time when or as of which it was made;
 - (d) the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
 - (e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership, there is a dissolution or change in the membership of the partnership;
 - (f) the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (g) a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
 - (h) the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or

Security Agreement

- (i) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.
- (2) **Rights upon Default.** Upon Default, CIBC and a Receiver, as applicable, will to the extent permitted by law have the following rights.
- (a) **Appointment of Receiver.** CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent. CIBC may from time to time fix the Receiver's remuneration and the Customer will pay CIBC the amount of such remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.
- (b) **Dealings with the Collateral.** CIBC or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer's business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC or the Receiver considers appropriate. CIBC or the Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.
- (c) **Realization.** CIBC or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC or the Receiver considers appropriate. CIBC or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.
- (d) **Application of Proceeds After Default.** All Proceeds of Collateral received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.
- (3) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.
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11. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC's agent.
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Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as CIBC or such other Person considers appropriate.

14. **Dealings by CIBC.** CIBC may from time to time increase, reduce, discontinue or otherwise vary the Customer's credit facilities, grant extensions of time and other indulgences, take and give up any Charge, abstain from taking, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Customer, customers of the Customer, guarantors and others, and with the Collateral and any Charges held by CIBC, as CIBC considers appropriate without affecting the Customer's obligations to CIBC or CIBC's rights under this Agreement.

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"Person" means any natural person or artificial body (including among others any firm, corporation or government).

"Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.

"Place of Business" means a location where the Customer carries on business or where any of the Collateral is located (including any location described in Schedule B).

"PPSA" means the Personal Property Security Act in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation) and in the case of any province or territory that does not have an act by that name, such legislation as deals generally with Charges on personal property.

"Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Customer.

"Receiver" means a receiver or a receiver and manager.

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"Serial Number" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.

"Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

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- (2) **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach
- i) to existing Collateral when the Customer signs this Agreement, and
 - ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

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Security Agreement

- (3) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Customer to acquire rights in or to any of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Customer grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.
- (4) **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section 1 has been checked without there being any property described in Schedule A does not affect the nature or validity of CIBC's security in the Collateral.
- (5) **Entire Agreement.** CIBC has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require CIBC to make, renew or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.
- (6) **Additional Security.** The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.
- (7) **Joint and Several Liability.** If more than one Person signs this Agreement as the Customer, the obligations of such Persons will be joint and several.
- (8) **Severability; Headings.** Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.
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- (11) **Waivers.** If this Agreement is governed by the laws of Saskatchewan and the Customer is a corporation, the Customer agrees that The Limitation of Civil Rights Act, The Land Contracts (Actions) Act and Part IV (excepting only section 46) of The Saskatchewan Farm Security Act do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of CIBC under this Agreement or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.
- (12) **Notice.** CIBC may send to the Customer, by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document required by the PPSA to be delivered by CIBC to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date.
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00002, 199 BAY STREET, TORONTO, ON M5L1G9

Bank Office

For valuable consideration, the undersigned (the “Customer”) agrees with Canadian Imperial Bank of Commerce (“CIBC”) as follows:

1. **Grant of Security.** The Customer mortgages, charges and assigns to CIBC, and grants to CIBC, and CIBC takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide CIBC in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of any such property (collectively, the “Collateral”) as a general and continuing collateral security for the due payment and performance of the Liabilities:
- ☐ a) **Specific Personal Property:** the Personal Property described in Schedule A.

☒ b) **All Personal Property:** all of the Customer’s present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule A).

☐ c) **All Real Property:** all of the Customer’s present and after-acquired real Property (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: Check appropriate box or boxes to indicate which of paragraphs (a), (b), or (c) are to apply. If no box is checked off, paragraph (b) will apply.

2. **Governing Law.** This agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS. The Additional Terms and Conditions (including any schedules) on the following pages form part of this agreement.

The Customer has signed this Agreement on

08-Dec-2023

08-Dec-2023 Date	X DocuSigned by: Derek Rider C6BFEC5E24034FC... Signature
MEDIA ONE CREATIVE USA INC. Name of Business Entity	Derek Rider Name & Title CEO
100 KING CHARLES CT Street Address	X Signature
MILLSBORO, DELAWARE, 199667000 City/Town, Province and Postal Code	Name & Title

Note: If a corporation, the title or office (such as "Director", "President" or "Secretary") of the person signing should be noted below that person's signature.

Note: If the Customer is a corporation, the office (such as “President” or “Secretary”) of the person signing should be noted below that person’s signature.

Schedule A

The following is a description of property included in the Collateral (describe personal property by item or kind; if space is insufficient, use a separate sheet):

Schedule B

The following are the Places of Business (if space is insufficient, use a separate sheet):

Additional Terms And Conditions

3. **Places of Business.** The Customer represents and warrants that the locations of all existing Places of Business are specified in Schedule B. The Customer will promptly notify CIBC in writing of any additional Places of Business as soon as they are established. Subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
4. **Collateral Free of Charges.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Customer will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken.
5. **Use of Collateral.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for CIBC and will be immediately paid to CIBC.
6. **Insurance.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property will contain a mortgage clause, in favour of CIBC and in any event the Customer assigns all proceeds of insurance on the Collateral to CIBC. The Customer will, from time to time at CIBC's request, deliver such policies (or satisfactory evidence of such policies) to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will not have to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to all or any part of the Collateral.
7. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC.
8. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Customer of the existence of this Agreement. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
9. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.
10. **Default.**
 - (1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
 - (a) the Customer does not pay any of the Liabilities when due;
 - (b) the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and CIBC;
 - (c) any representation, warranty or statement made by or on behalf of the Customer to CIBC is untrue in any material respect at the time when or as of which it was made;
 - (d) the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
 - (e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership, there is a dissolution or change in the membership of the partnership;
 - (f) the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (g) a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
 - (h) the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or

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Security Agreement

- (i) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.
- (2) **Rights upon Default.** Upon Default, CIBC and a Receiver, as applicable, will to the extent permitted by law have the following rights.
- (a) **Appointment of Receiver.** CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent. CIBC may from time to time fix the Receiver's remuneration and the Customer will pay CIBC the amount of such remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.
- (b) **Dealings with the Collateral.** CIBC or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer's business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC or the Receiver considers appropriate. CIBC or the Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.
- (c) **Realization.** CIBC or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC or the Receiver considers appropriate. CIBC or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.
- (d) **Application of Proceeds After Default.** All Proceeds of Collateral received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.
- (3) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.
- (4) **Deficiency.** The Customer will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.
11. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC's agent.
12. **Charges and Expenses.** The Customer agrees to pay on demand all costs and expenses incurred (including among other things legal fees on a solicitor and client basis) and fees charged by CIBC in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law, compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by CIBC or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Customer's business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities, and the Customer will reimburse CIBC upon demand for any amount so paid.
13. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements, other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Customer's real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to this Agreement. If permitted by law, the Customer waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Customer irrevocably appoints the Manager or the Acting Manager from time to time of CIBC's branch specified on the first page of this Agreement as the

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Security Agreement

Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as CIBC or such other Person considers appropriate.

14. **Dealings by CIBC.** CIBC may from time to time increase, reduce, discontinue or otherwise vary the Customer's credit facilities, grant extensions of time and other indulgences, take and give up any Charge, abstain from taking, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Customer, customers of the Customer, guarantors and others, and with the Collateral and any Charges held by CIBC, as CIBC considers appropriate without affecting the Customer's obligations to CIBC or CIBC's rights under this Agreement.

15. **Definitions.** In this Agreement:

"Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA.

"Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Customer (or any Person on the Customer's behalf) has access.

"Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.

"Consumer Goods" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.

"Default" has the meaning set out in subsection 10(1).

"Liabilities" means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Customer to CIBC, wherever and however incurred and any unpaid balance thereof.

"Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.

"Person" means any natural person or artificial body (including among others any firm, corporation or government).

"Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.

"Place of Business" means a location where the Customer carries on business or where any of the Collateral is located (including any location described in Schedule B).

"PPSA" means the Personal Property Security Act in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation) and in the case of any province or territory that does not have an act by that name, such legislation as deals generally with Charges on personal property.

"Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Customer.

"Receiver" means a receiver or a receiver and manager.

"Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.

"Serial Number" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.

"Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

16. **General.**

- (1) **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Customer will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under this Agreement following Default, will assign such last day as directed by CIBC.
- (2) **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach
- i) to existing Collateral when the Customer signs this Agreement, and
 - ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

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- (3) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Customer to acquire rights in or to any of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Customer grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.
- (4) **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section 1 has been checked without there being any property described in Schedule A does not affect the nature or validity of CIBC's security in the Collateral.
- (5) **Entire Agreement.** CIBC has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require CIBC to make, renew or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.
- (6) **Additional Security.** The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.
- (7) **Joint and Several Liability.** If more than one Person signs this Agreement as the Customer, the obligations of such Persons will be joint and several.
- (8) **Severability; Headings.** Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.
- (9) **Interpretation.** When the context so requires, the singular will be read as the plural, and vice versa.
- (10) **Copy of Agreement.** The Customer acknowledges receipt of a copy of this Agreement.
- (11) **Waivers.** If this Agreement is governed by the laws of Saskatchewan and the Customer is a corporation, the Customer agrees that The Limitation of Civil Rights Act, The Land Contracts (Actions) Act and Part IV (excepting only section 46) of The Saskatchewan Farm Security Act do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of CIBC under this Agreement or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.
- (12) **Notice.** CIBC may send to the Customer, by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document required by the PPSA to be delivered by CIBC to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date.
- (13) **Enurement; Assignment.** This Agreement will enure to the benefit of and be binding upon CIBC, its successors and assigns, and the Customer and the Customer's heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Agreement without CIBC's prior written consent.



00002, 199 BAY STREET, TORONTO, ON M5L1G9

Bank Office

For valuable consideration, the undersigned (the “Customer”) agrees with Canadian Imperial Bank of Commerce (“CIBC”) as follows:

1. **Grant of Security.** The Customer mortgages, charges and assigns to CIBC, and grants to CIBC, and CIBC takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide CIBC in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of any such property (collectively, the “Collateral”) as a general and continuing collateral security for the due payment and performance of the Liabilities:
- ☐ a) **Specific Personal Property:** the Personal Property described in Schedule A.

☒ b) **All Personal Property:** all of the Customer’s present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule A).

☐ c) **All Real Property:** all of the Customer’s present and after-acquired real Property (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: Check appropriate box or boxes to indicate which of paragraphs (a), (b), or (c) are to apply. If no box is checked off, paragraph (b) will apply.

2. **Governing Law.** This agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS. The Additional Terms and Conditions (including any schedules) on the following pages form part of this agreement.

The Customer has signed this Agreement on 08-Dec-2023.

08-Dec-2023	X	DocuSigned by: Derek Rider Signature C6BFEC5E24034FC...
Date		
130 QQE HOLDINGS 2020 INC.	Derek Rider	CEO
Name of Business Entity	Name & Title	
130 QQE, 130 QUEENS QUAY E	X	
Street Address	Signature	
TORONTO, Ontario, M5A0P6		
City/Town, Province and Postal Code	Name & Title	

Note: If a corporation, the title or office (such as "Director", "President" or "Secretary") of the person signing should be noted below that person's signature.

Note: If the Customer is a corporation, the office (such as “President” or “Secretary”) of the person signing should be noted below that person’s signature.

Schedule A

The following is a description of property included in the Collateral (describe personal property by item or kind; if space is insufficient, use a separate sheet):

Schedule B

The following are the Places of Business (if space is insufficient, use a separate sheet):

Additional Terms And Conditions

3. **Places of Business.** The Customer represents and warrants that the locations of all existing Places of Business are specified in Schedule B. The Customer will promptly notify CIBC in writing of any additional Places of Business as soon as they are established. Subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
4. **Collateral Free of Charges.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Customer will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken.
5. **Use of Collateral.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for CIBC and will be immediately paid to CIBC.
6. **Insurance.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property will contain a mortgage clause, in favour of CIBC and in any event the Customer assigns all proceeds of insurance on the Collateral to CIBC. The Customer will, from time to time at CIBC's request, deliver such policies (or satisfactory evidence of such policies) to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will not have to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to all or any part of the Collateral.
7. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC.
8. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Customer of the existence of this Agreement. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
9. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.
10. **Default.**
 - (1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
 - (a) the Customer does not pay any of the Liabilities when due;
 - (b) the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and CIBC;
 - (c) any representation, warranty or statement made by or on behalf of the Customer to CIBC is untrue in any material respect at the time when or as of which it was made;
 - (d) the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
 - (e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership, there is a dissolution or change in the membership of the partnership;
 - (f) the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (g) a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
 - (h) the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or

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- (i) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.

(2) **Rights upon Default.** Upon Default, CIBC and a Receiver, as applicable, will to the extent permitted by law have the following rights.

(a) **Appointment of Receiver.** CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver’s acts or omissions) be considered to be the Customer’s agent. CIBC may from time to time fix the Receiver’s remuneration and the Customer will pay CIBC the amount of such remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver’s actions or omissions.

(b) **Dealings with the Collateral.** CIBC or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer’s business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC or the Receiver considers appropriate. CIBC or the Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.

(c) **Realization.** CIBC or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC or the Receiver considers appropriate. CIBC or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.

(d) **Application of Proceeds After Default.** All Proceeds of Collateral received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver’s remuneration and other expenses of enforcing CIBC’s rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.

(3) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.

(4) **Deficiency.** The Customer will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.

11. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC’s agent.

12. **Charges and Expenses.** The Customer agrees to pay on demand all costs and expenses incurred (including among other things legal fees on a solicitor and client basis) and fees charged by CIBC in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law, compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by CIBC or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Customer’s business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities, and the Customer will reimburse CIBC upon demand for any amount so paid.

13. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements, other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Customer’s real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to this Agreement. If permitted by law, the Customer waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Customer irrevocably appoints the Manager or the Acting Manager from time to time of CIBC’s branch specified on the first page of this Agreement as the
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Security Agreement

Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as CIBC or such other Person considers appropriate.

14. **Dealings by CIBC.** CIBC may from time to time increase, reduce, discontinue or otherwise vary the Customer's credit facilities, grant extensions of time and other indulgences, take and give up any Charge, abstain from taking, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Customer, customers of the Customer, guarantors and others, and with the Collateral and any Charges held by CIBC, as CIBC considers appropriate without affecting the Customer's obligations to CIBC or CIBC's rights under this Agreement.

15. **Definitions.** In this Agreement:

"Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA.

"Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Customer (or any Person on the Customer's behalf) has access.

"Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.

"Consumer Goods" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.

"Default" has the meaning set out in subsection 10(1).

"Liabilities" means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Customer to CIBC, wherever and however incurred and any unpaid balance thereof.

"Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.

"Person" means any natural person or artificial body (including among others any firm, corporation or government).

"Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.

"Place of Business" means a location where the Customer carries on business or where any of the Collateral is located (including any location described in Schedule B).

"PPSA" means the Personal Property Security Act in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation) and in the case of any province or territory that does not have an act by that name, such legislation as deals generally with Charges on personal property.

"Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Customer.

"Receiver" means a receiver or a receiver and manager.

"Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.

"Serial Number" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.

"Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

16. **General.**

- (1) **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Customer will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under this Agreement following Default, will assign such last day as directed by CIBC.
- (2) **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach
 - i) to existing Collateral when the Customer signs this Agreement, and
 - ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

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Security Agreement

- (3) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Customer to acquire rights in or to any of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Customer grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.
- (4) **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section 1 has been checked without there being any property described in Schedule A does not affect the nature or validity of CIBC's security in the Collateral.
- (5) **Entire Agreement.** CIBC has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require CIBC to make, renew or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.
- (6) **Additional Security.** The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.
- (7) **Joint and Several Liability.** If more than one Person signs this Agreement as the Customer, the obligations of such Persons will be joint and several.
- (8) **Severability; Headings.** Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.
- (9) **Interpretation.** When the context so requires, the singular will be read as the plural, and vice versa.
- (10) **Copy of Agreement.** The Customer acknowledges receipt of a copy of this Agreement.
- (11) **Waivers.** If this Agreement is governed by the laws of Saskatchewan and the Customer is a corporation, the Customer agrees that The Limitation of Civil Rights Act, The Land Contracts (Actions) Act and Part IV (excepting only section 46) of The Saskatchewan Farm Security Act do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of CIBC under this Agreement or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.
- (12) **Notice.** CIBC may send to the Customer, by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document required by the PPSA to be delivered by CIBC to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date.
- (13) **Enurement; Assignment.** This Agreement will enure to the benefit of and be binding upon CIBC, its successors and assigns, and the Customer and the Customer's heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Agreement without CIBC's prior written consent.



00002, 199 BAY STREET, TORONTO, ON M5L1G9

Bank Office

For valuable consideration, the undersigned (the "Customer") agrees with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Grant of Security.** The Customer mortgages, charges and assigns to CIBC, and grants to CIBC, and CIBC takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide CIBC in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of any such property (collectively, the "Collateral") as a general and continuing collateral security for the due payment and performance of the Liabilities:
- ☐ a) **Specific Personal Property:** the Personal Property described in Schedule A.
- ☒ b) **All Personal Property:** all of the Customer's present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule A).
- ☐ c) **All Real Property:** all of the Customer's present and after-acquired real Property (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: Check appropriate box or boxes to indicate which of paragraphs (a), (b), or (c) are to apply. If no box is checked off, paragraph (b) will apply.

2. **Governing Law.** This agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS. The Additional Terms and Conditions (including any schedules) on the following pages form part of this agreement.

The Customer has signed this Agreement on 08-Dec-2023.

<u>08-Dec-2023</u> Date	<u>X</u> DocuSigned by: <i>Derek Rider</i> C6BFEC5E24034FC... Signature
<u>RIDER ENTERPRISES INC.</u> Name of Business Entity	<u>Derek Rider</u> <u>CEO</u> Name & Title
<u>58 WARWICK AVE</u> Street Address	<u>X</u> Signature
<u>AJAX, Ontario, L1Z1L6</u> City/Town, Province and Postal Code	 Name & Title

Note: If a corporation, the title or office (such as "Director", "President" or "Secretary") of the person signing should be noted below that person's signature.

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Note: If the Customer is a corporation, the office (such as “President” or “Secretary”) of the person signing should be noted below that person’s signature.

Schedule A

The following is a description of property included in the Collateral (describe personal property by item or kind; if space is insufficient, use a separate sheet):

Schedule B

The following are the Places of Business (if space is insufficient, use a separate sheet):

Additional Terms And Conditions

3. **Places of Business.** The Customer represents and warrants that the locations of all existing Places of Business are specified in Schedule B. The Customer will promptly notify CIBC in writing of any additional Places of Business as soon as they are established. Subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
4. **Collateral Free of Charges.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Customer will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken.
5. **Use of Collateral.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for CIBC and will be immediately paid to CIBC.
6. **Insurance.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property will contain a mortgage clause, in favour of CIBC and in any event the Customer assigns all proceeds of insurance on the Collateral to CIBC. The Customer will, from time to time at CIBC's request, deliver such policies (or satisfactory evidence of such policies) to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will not have to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to all or any part of the Collateral.
7. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC.
8. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Customer of the existence of this Agreement. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
9. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.
10. **Default.**
 - (1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
 - (a) the Customer does not pay any of the Liabilities when due;
 - (b) the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and CIBC;
 - (c) any representation, warranty or statement made by or on behalf of the Customer to CIBC is untrue in any material respect at the time when or as of which it was made;
 - (d) the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
 - (e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership, there is a dissolution or change in the membership of the partnership;
 - (f) the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (g) a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
 - (h) the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or

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Security Agreement

- (i) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.
- (2) **Rights upon Default.** Upon Default, CIBC and a Receiver, as applicable, will to the extent permitted by law have the following rights.
 - (a) **Appointment of Receiver.** CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent. CIBC may from time to time fix the Receiver's remuneration and the Customer will pay CIBC the amount of such remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.
 - (b) **Dealings with the Collateral.** CIBC or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer's business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC or the Receiver considers appropriate. CIBC or the Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.
 - (c) **Realization.** CIBC or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC or the Receiver considers appropriate. CIBC or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.
 - (d) **Application of Proceeds After Default.** All Proceeds of Collateral received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.
- (3) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.
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- 12. **Charges and Expenses.** The Customer agrees to pay on demand all costs and expenses incurred (including among other things legal fees on a solicitor and client basis) and fees charged by CIBC in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law, compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by CIBC or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Customer's business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities, and the Customer will reimburse CIBC upon demand for any amount so paid.
- 13. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements, other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Customer's real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to this Agreement. If permitted by law, the Customer waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Customer irrevocably appoints the Manager or the Acting Manager from time to time of CIBC's branch specified on the first page of this Agreement as the

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Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as CIBC or such other Person considers appropriate.

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15. **Definitions.** In this Agreement:

"Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA.

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"Consumer Goods" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.

"Default" has the meaning set out in subsection 10(1).

"Liabilities" means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Customer to CIBC, wherever and however incurred and any unpaid balance thereof.

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"Person" means any natural person or artificial body (including among others any firm, corporation or government).

"Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.

"Place of Business" means a location where the Customer carries on business or where any of the Collateral is located (including any location described in Schedule B).

"PPSA" means the Personal Property Security Act in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation) and in the case of any province or territory that does not have an act by that name, such legislation as deals generally with Charges on personal property.

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"Receiver" means a receiver or a receiver and manager.

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"Serial Number" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.

"Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

16. **General.**

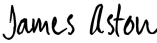
- (1) **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Customer will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under this Agreement following Default, will assign such last day as directed by CIBC.
- (2) **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach
- i) to existing Collateral when the Customer signs this Agreement, and
 - ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

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- (3) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Customer to acquire rights in or to any of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Customer grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.
- (4) **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section 1 has been checked without there being any property described in Schedule A does not affect the nature or validity of CIBC's security in the Collateral.
- (5) **Entire Agreement.** CIBC has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require CIBC to make, renew or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.
- (6) **Additional Security.** The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.
- (7) **Joint and Several Liability.** If more than one Person signs this Agreement as the Customer, the obligations of such Persons will be joint and several.
- (8) **Severability; Headings.** Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.
- (9) **Interpretation.** When the context so requires, the singular will be read as the plural, and vice versa.
- (10) **Copy of Agreement.** The Customer acknowledges receipt of a copy of this Agreement.
- (11) **Waivers.** If this Agreement is governed by the laws of Saskatchewan and the Customer is a corporation, the Customer agrees that The Limitation of Civil Rights Act, The Land Contracts (Actions) Act and Part IV (excepting only section 46) of The Saskatchewan Farm Security Act do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of CIBC under this Agreement or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.
- (12) **Notice.** CIBC may send to the Customer, by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document required by the PPSA to be delivered by CIBC to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date.
- (13) **Enurement; Assignment.** This Agreement will enure to the benefit of and be binding upon CIBC, its successors and assigns, and the Customer and the Customer's heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Agreement without CIBC's prior written consent.

This is **Exhibit “H”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Gowling WLG (Canada) LLP - Toronto - Mer
Reference : CIBC, Media One
Docket : G10102192
Search ID : 1068281
Date Processed : 2/2/2026 12:28:34 PM
Report Type : PPSA Electronic Response
Search Conducted on : MEDIA ONE CREATIVE INC.
Search Type : Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal
Property Registration Branch, Ministry of Government Services,
Government of Ontario. No liability is undertaken regarding its correctness,
completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MEDIA ONE CREATIVE INC.

FILE CURRENCY: February 1, 2026

RESPONSE CONTAINS: APPROXIMATELY 2 FAMILIES and 4 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MEDIA ONE CREATIVE INC.

FILE CURRENCY: February 1, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 4

SEARCH : BD : MEDIA ONE CREATIVE INC.

00 FILE NUMBER : 501216786 EXPIRY DATE : 14DEC 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20231214 1047 1219 9236 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: MEDIA ONE CREATIVE INC.
OCN :
04 ADDRESS : 1108-130 QUEENS QUAY E
CITY : TORONTO PROV: ON POSTAL CODE: M5A 0P6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE
09 ADDRESS : 305 MILNER 6TH FLOOR
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 3V4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
14
15
16 AGENT: TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MEDIA ONE CREATIVE INC.

FILE CURRENCY: February 1, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 4

SEARCH : BD : MEDIA ONE CREATIVE INC.

00 FILE NUMBER : 761435775 EXPIRY DATE : 08APR 2052 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20200408 1731 2611 7625 REG TYP: P PPSA REG PERIOD: 08
02 IND DOB : IND NAME:
03 BUS NAME: MEDIA ONE CREATIVE INC.
OCN :
04 ADDRESS : 388 CARLAW AVENUE, UNIT 202, BOX 33
CITY : TORONTO PROV: ON POSTAL CODE: M4M 2T4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BUSINESS DEVELOPMENT BANK OF CANADA
09 ADDRESS : 121 KING ST.W., SUITE 1200
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3T9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: BDC LEGAL - KH (098473-07)
17 ADDRESS : 121 KING ST.W., SUITE 1200
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3T9

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

130

131



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Gowling WLG (Canada) LLP - Toronto - Mer
Reference : CIBC, Media One
Docket : G10102192
Search ID : 1068953
Date Processed : 2/5/2026 2:20:51 PM
Report Type : PPSA Electronic Response
Search Conducted on : Media One Group Holdings Inc.
Search Type : Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal
Property Registration Branch, Ministry of Government Services,
Government of Ontario. No liability is undertaken regarding its correctness,
completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Media One Group Holdings Inc.

FILE CURRENCY: February 4, 2026

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Media One Group Holdings Inc.

FILE CURRENCY: February 4, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : MEDIA ONE GROUP HOLDINGS INC.

00 FILE NUMBER : 501216759 EXPIRY DATE : 14DEC 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20231214 1046 1219 9235 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: MEDIA ONE GROUP HOLDINGS INC.
OCN :
04 ADDRESS : 58 WARWICK AVE
CITY : AJAX PROV: ON POSTAL CODE: L1Z 1L6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE
09 ADDRESS : 305 MILNER 6TH FLOOR
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 3V4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
14
15
16 AGENT: TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Gowling WLG (Canada) LLP - Toronto
Reference : CIBC, Media One
Docket : G10102192
Search ID : 1068313
Date Processed : 2/2/2026 3:09:50 PM
Report Type : PPSA Electronic Response
Search Conducted on : Media One Creative USA, Inc.
Search Type : Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal
Property Registration Branch, Ministry of Government Services,
Government of Ontario. No liability is undertaken regarding its correctness,
completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Media One Creative USA, Inc.

FILE CURRENCY: February 1, 2026

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

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AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Media One Creative USA, Inc.

FILE CURRENCY: February 1, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : MEDIA ONE CREATIVE USA, INC.

00 FILE NUMBER : 501216831 EXPIRY DATE : 14DEC 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20231214 1048 1219 9238 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: MEDIA ONE CREATIVE USA INC.
OCN :
04 ADDRESS : 100 KING CHARLES CT
CITY : MILLSBORO PROV: DE POSTAL CODE: 19966-7000
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE
09 ADDRESS : 305 MILNER 6TH FLOOR
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 3V4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
14
15
16 AGENT: TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Gowling WLG (Canada) LLP - Toronto - Mer
Reference : CIBC, Media One
Docket : G10102192
Search ID : 1068283
Date Processed : 2/2/2026 12:28:54 PM
Report Type : PPSA Electronic Response
Search Conducted on : 130 QQE HOLDINGS 2020 INC.
Search Type : Business Debtor

DISCLAIMER :
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Government of Ontario. No liability is undertaken regarding its correctness,
completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 130 QQE HOLDINGS 2020 INC.

FILE CURRENCY: February 1, 2026

RESPONSE CONTAINS: APPROXIMATELY 3 FAMILIES and 6 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

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THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 130 QQE HOLDINGS 2020 INC.

FILE CURRENCY: February 1, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 6

SEARCH : BD : 130 QQE HOLDINGS 2020 INC.

00 FILE NUMBER : 501216705 EXPIRY DATE : 14DEC 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20231214 1046 1219 9234 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: 130 QQE HOLDINGS 2020 INC.
OCN :
04 ADDRESS : 130 QQE, 130 QUEENS QUAY E
CITY : TORONTO PROV: ON POSTAL CODE: M5A 0P6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE
09 ADDRESS : 305 MILNER 6TH FLOOR
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 3V4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
14
15
16 AGENT: TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 130 QQE HOLDINGS 2020 INC.

FILE CURRENCY: February 1, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 3 ENQUIRY PAGE : 2 OF 6

SEARCH : BD : 130 QQE HOLDINGS 2020 INC.

00 FILE NUMBER : 765625689 EXPIRY DATE : 10SEP 2052 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20200910 1256 1590 1332 REG TYP: P PPSA REG PERIOD: 25
02 IND DOB : IND NAME:
03 BUS NAME: 130 QQE HOLDINGS 2020 INC.
OCN : 1879918
04 ADDRESS : 130 QUEENS QUAY EAST, SUITE 1106-1108
CITY : TORONTO PROV: ON POSTAL CODE: M5A 0P6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BUSINESS DEVELOPMENT BANK OF CANADA
09 ADDRESS : 121 KING STREET WEST, SUITE 1200
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3T9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
14
15
16 AGENT: LANCASTER BROOKS & WELCH LLP
17 ADDRESS : 80 KING STREET, PO BOX 790
CITY : ST. CATHARINES PROV: ON POSTAL CODE: L2R 6Z1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 130 QQE HOLDINGS 2020 INC.

FILE CURRENCY: February 1, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 3 ENQUIRY PAGE : 3 OF 6

SEARCH : BD : 130 QQE HOLDINGS 2020 INC.
FILE NUMBER 765625689
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20200914 1453 1590 1523
21 REFERENCE FILE NUMBER : 765625689
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 6 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 130 QQE HOLDINGS 2020 INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFeree:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

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
10
11
12
13
14
15
16 NAME : LANCASTER BROOKS & WELCH LLP
17 ADDRESS : 80 KING STREET, PO BOX 790
CITY : ST. CATHARINES PROV : ON POSTAL CODE : L2R 6Z1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 130 QQE HOLDINGS 2020 INC.

FILE CURRENCY: February 1, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 3 ENQUIRY PAGE : 4 OF 6

SEARCH : BD : 130 QQE HOLDINGS 2020 INC.
FILE NUMBER 765625689
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20210824 1732 1590 2045
21 REFERENCE FILE NUMBER : 765625689
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 1 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 130 QQE HOLDINGS 2020 INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

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
10
11
12
13
14
15
16 NAME : LANCASTER BROOKS & WELCH LLP
17 ADDRESS : 80 KING STREET, PO BOX 790
CITY : ST. CATHARINES PROV : ON POSTAL CODE : L2R 6Z1

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 130 QQE HOLDINGS 2020 INC.

FILE CURRENCY: February 1, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 3 ENQUIRY PAGE : 5 OF 6

SEARCH : BD : 130 QQE HOLDINGS 2020 INC.

00 FILE NUMBER : 775717407 EXPIRY DATE : 24AUG 2052 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20210824 1624 1590 2029 REG TYP: P PPSA REG PERIOD: 25
02 IND DOB : IND NAME:
03 BUS NAME: 130 QQE HOLDINGS 2020 INC.
OCN : 2774611
04 ADDRESS : 130 QUEENS QUAY EAST, SUITE 1106-1108
CITY : TORONTO PROV: ON POSTAL CODE: M5A 0P6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BUSINESS DEVELOPMENT BANK OF CANADA
09 ADDRESS : 121 KING STREET WEST, SUITE 1200
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3T9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 GENERAL ASSIGNMENT OF RENTS ON 130 QUEENS QUAY EAST, SUITES 1106 AND
14 1108, TORONTO, ONTARIO
15
16 AGENT: LANCASTER BROOKS & WELCH LLP
17 ADDRESS : 80 KING STREET, PO BOX 790
CITY : ST. CATHARINES PROV: ON POSTAL CODE: L2R 6Z1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 130 QQE HOLDINGS 2020 INC.

FILE CURRENCY: February 1, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 3 ENQUIRY PAGE : 6 OF 6

SEARCH : BD : 130 QQE HOLDINGS 2020 INC.
FILE NUMBER 775717407
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20210826 1047 1590 2399
21 REFERENCE FILE NUMBER : 775717407
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 6 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 130 QQE HOLDINGS 2020 INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

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
10
11
12
13
14
15
16 NAME : LANCASTER BROOKS & WELCH LLP
17 ADDRESS : 80 KING STREET, PO BOX 790
CITY : ST. CATHARINES PROV : ON POSTAL CODE : L2R 6Z1
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Gowling WLG (Canada) LLP - Toronto - Mer
Reference : CIBC, Media One
Docket : G10102192
Search ID : 1068282
Date Processed : 2/2/2026 12:28:43 PM
Report Type : PPSA Electronic Response
Search Conducted on : RIDER ENTERPRISES INC.
Search Type : Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal
Property Registration Branch, Ministry of Government Services,
Government of Ontario. No liability is undertaken regarding its correctness,
completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: RIDER ENTERPRISES INC.

FILE CURRENCY: February 1, 2026

RESPONSE CONTAINS: APPROXIMATELY 3 FAMILIES and 5 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: RIDER ENTERPRISES INC.

FILE CURRENCY: February 1, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 5

SEARCH : BD : RIDER ENTERPRISES INC.

00 FILE NUMBER : 501216813 EXPIRY DATE : 14DEC 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20231214 1048 1219 9237 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: RIDER ENTERPRISES INC.
OCN :
04 ADDRESS : 58 WARWICK AVE
CITY : AJAX PROV: ON POSTAL CODE: L1Z 1L6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE
09 ADDRESS : 305 MILNER 6TH FLOOR
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 3V4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
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12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
14
15
16 AGENT: TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: RIDER ENTERPRISES INC.

FILE CURRENCY: February 1, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 3 ENQUIRY PAGE : 2 OF 5

SEARCH : BD : RIDER ENTERPRISES INC.

00 FILE NUMBER : 517221504 EXPIRY DATE : 12JUN 2029 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20250612 0815 1532 7194 REG TYP: P PPSA REG PERIOD: 04
02 IND DOB : IND NAME:
03 BUS NAME: RIDER ENTERPRISES INC
OCN :
04 ADDRESS : 43 PARKSIDE DR
CITY : BRAMPTON PROV: ON POSTAL CODE: L6Y2H1
05 IND DOB : 18OCT1988 IND NAME: DEREK RIDER
06 BUS NAME:
OCN :
07 ADDRESS : 58 WARWICK AVE
CITY : AJAX PROV: ON POSTAL CODE: L1Z1L6

08 SECURED PARTY/LIEN CLAIMANT :
HONDA CANADA FINANCE INC.
09 ADDRESS : 180 HONDA BLVD
CITY : MARKHAM PROV: ON POSTAL CODE: L6C0H9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X 45040.00 04JUN2029
YEAR MAKE MODEL V.I.N.
11 2025 HONDA ODYSSEY 5FNRL6H77SB504147
12
GENERAL COLLATERAL DESCRIPTION
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15
16 AGENT: D + H LIMITED PARTNERSHIP
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: RIDER ENTERPRISES INC.

FILE CURRENCY: February 1, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 3 ENQUIRY PAGE : 3 OF 5

SEARCH : BD : RIDER ENTERPRISES INC.

00 FILE NUMBER : 765625671 EXPIRY DATE : 10SEP 2052 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20200910 1256 1590 1331 REG TYP: P PPSA REG PERIOD: 25
02 IND DOB : IND NAME:
03 BUS NAME: RIDER ENTERPRISES INC.
OCN : 2276865
04 ADDRESS : 58 WARWICK AVENUE
CITY : AJAX PROV: ON POSTAL CODE: L1Z 1L6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BUSINESS DEVELOPMENT BANK OF CANADA
09 ADDRESS : 121 KING STREET WEST, SUITE 1200
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3T9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
13 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
14
15
16 AGENT: LANCASTER BROOKS & WELCH LLP
17 ADDRESS : 80 KING STREET, PO BOX 790
CITY : ST. CATHARINES PROV: ON POSTAL CODE: L2R 6Z1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: RIDER ENTERPRISES INC.

FILE CURRENCY: February 1, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 3 ENQUIRY PAGE : 4 OF 5

SEARCH : BD : RIDER ENTERPRISES INC.
FILE NUMBER 765625671
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20200914 1453 1590 1524
21 REFERENCE FILE NUMBER : 765625671
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 6 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: RIDER ENTERPRISES INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFeree:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

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
10
11
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15
16 NAME : LANCASTER BROOKS & WELCH LLP
17 ADDRESS : 80 KING STREET, PO BOX 790
CITY : ST. CATHARINES PROV : ON POSTAL CODE : L2R 6Z1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

156

This is **Exhibit “I”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

James Aston

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)



00002, 199 BAY STREET, TORONTO, ON M5L1G9

Bank Office

For valuable consideration, I, the undersigned guarantor, agree with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Customer's Name.** The name of the customer whose debts I am guaranteeing is MEDIA ONE CREATIVE INC., (the "Customer").
2. **Guarantee.** I guarantee payment to CIBC of all the Customer's Debts. My liability under this Guarantee is:

a) ☒ unlimited.

b) ☐ limited to the principal sum of CDN _____ plus interest and expenses in accordance with Section 5.

Note: If neither box (a) nor box (b) is checked off, or if both are checked off, or if box (b) is checked off but no figure is inserted in the blank, then box (a) alone will be considered to have been checked off.
3. **Governing Law.** This Guarantee is governed by the laws of Ontario (without reference to the choice of law rules). I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.
4. **Copy Received.** I acknowledge having received a copy of this Guarantee.
- Note:** The "Additional Terms and Conditions of this Guarantee" on the following pages form part of this Guarantee.

MEDIA ONE GROUP HOLDINGS INC.	DocuSigned by: Derek Rider C6BFFC5E24034FC...	
Guarantor's Name (Record in full)	Signature	Signature
58 WARWICK AVE	Derek Rider	
Guarantor's Address	CEO	Name & Title
AJAX, Ontario, L1Z1L6	08-Dec-2023	
City, Province, Postal Code	Date	Date

Note:

i) If the Guarantor is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the person signing should be noted below that person's signature. The corporation's seal should be affixed if the resolution so states.

ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory. (No seal required in Quebec.)

iii) For *The Guarantees Acknowledgement Act* certificate in Alberta, see page 4.

Additional Terms and Conditions of this Guarantee

5. **Payment on demand.** I will immediately pay CIBC on demand:
- a) the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by CIBC in enforcing any of CIBC's rights under this Guarantee; and
 - b) interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
6. **Making Demand.** Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to CIBC, is deposited, postage prepaid, first class mail, in a post office, or is personally delivered to that address. I will give CIBC immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
7. **No Setoff or Counterclaim.** I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or CIBC.
8. **Application of Moneys Received.** CIBC may apply all moneys received from me, the Customer or any other Person (including under any Security that CIBC may from time to time hold) upon such part of the Customer's Debts as CIBC considers appropriate.
9. **Exhausting Recourse.** CIBC does not need to exhaust its recourse against the Customer or any other Person or under any Security CIBC may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will CIBC be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will CIBC's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
- a) any termination, invalidity, unenforceability or release by CIBC of any of its rights against the Customer or against any other Person or of any Security;
 - b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by CIBC to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these things;
 - c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate;
 - d) any unenforceability or loss of or in respect of any Security held from time to time by CIBC from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to CIBC's fault or any other reason;
 - e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;
 - f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
 - g) if I am or the Customer is a corporation, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
 - h) any event, whether or not attributable to CIBC, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
 - i) CIBC's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;

Guarantee

- j) any failure by CIBC to abide by any of the terms and conditions of CIBC's agreements with, or to meet any of its obligations or duties owed to me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between CIBC and me, the Customer or any Person;
- k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors; managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
- l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

For greater certainty, I agree that CIBC may deal with me, the Customer and any other Person in any manner without affecting my liability under this guarantee.

- 11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from CIBC will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay CIBC as principal debtor any amount that CIBC cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.
- 12. **No Liability for Negligence, etc.** CIBC will not be liable to me for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any receivers appointed by CIBC, in the course of any of its or their actions.
- 13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
- 14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after CIBC receives my notice.
- 15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by CIBC or settled between CIBC and the Customer will be conclusive as to that amount being due.
- 16. **CIBC's Priority.**
 - a) If any payment made to CIBC by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of CIBC's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that CIBC assign to me any Security held, or any other rights that CIBC may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.
 - b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors or any scheme of arrangement, CIBC will be entitled to all dividends and other payments until CIBC is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
 - c) If CIBC gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that CIBC holds for payment of the Customer's Debts, that will not be considered, as between CIBC and me, to be a purchase of such Security or payment, satisfaction or reduction of the Customer's Debts.
- 17. **Assignment and Postponement of Claim.** I postpone in favour of CIBC all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until CIBC is paid in full. I further assign to CIBC all such debts and liabilities, to the extent of the Customer's Debts, until CIBC is paid in full. If I receive any moneys in payment of any such debts and liabilities, I will hold them in trust for, and will immediately pay them to, CIBC without reducing my liability under this Guarantee.
- 18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to CIBC an additional amount as is necessary to ensure CIBC receives the full amount CIBC would have received if no deduction or withholding had been made.
- 19. **Judgment Currency.** My liability to pay CIBC in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or

recovery results in CIBC's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to CIBC in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.

20. **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.
21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by CIBC. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.
22. **Quebec Only.** If this Guarantee is governed by the laws of Quebec:
- a) I acknowledge that the terms and conditions of the Customer's Debts have been expressly brought to my attention;
 - b) I renounce the benefit of division and discussion;
 - c) if two or more Persons sign this Guarantee, each Person's liability will be solidary;
 - d) I acknowledge that the thirty days' notice specified in Section 14 constitutes prior and sufficient notice to CIBC;
 - e) if this Guarantee is attached to the performance of special duties, I agree that this Guarantee shall not terminate upon cessation of such duties; and
 - f) it is the express wish of the parties that this document and any related documents be drawn up in English. Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés en anglais.
23. **Definitions.** In this Guarantee:
- a) "*Bank Office*" means the CIBC office noted on the first page of this Guarantee, or such address as CIBC may, from time to time, advise me in the manner provided in Section 6;
 - b) "*Customer's Debts*" means the debts and liabilities that the Customer has incurred or may incur with CIBC including, among other things, those in respect of dealings between the Customer and CIBC, as well as any other dealings by which the Customer may become indebted or liable to CIBC in any manner whatever;
 - c) "*Guarantor*" means any Person who has guaranteed or later guarantees to CIBC any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document;
 - d) "*I*", "*me*" and "*my*" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;
 - e) "*Person*" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;
 - f) "*Section*" means a section or paragraph of this Guarantee;
 - g) "*Security*" means any security held by CIBC as security for payment of the Customer's Debts and includes, among other things, any and all guarantees.



00002, 199 BAY STREET, TORONTO, ON M5L1G9

Bank Office

For valuable consideration, I, the undersigned guarantor, agree with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Customer's Name.** The name of the customer whose debts I am guaranteeing is MEDIA ONE CREATIVE INC., (the "Customer").
2. **Guarantee.** I guarantee payment to CIBC of all the Customer's Debts. My liability under this Guarantee is:

a) ☒ unlimited.

b) ☐ limited to the principal sum of CDN _____ plus interest and expenses in accordance with Section 5.

Note: If neither box (a) nor box (b) is checked off, or if both are checked off, or if box (b) is checked off but no figure is inserted in the blank, then box (a) alone will be considered to have been checked off.
3. **Governing Law.** This Guarantee is governed by the laws of Ontario (without reference to the choice of law rules). I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.
4. **Copy Received.** I acknowledge having received a copy of this Guarantee.
- Note: The "Additional Terms and Conditions of this Guarantee" on the following pages form part of this Guarantee.**

MEDIA ONE CREATIVE USA INC.	DocuSigned by: Derek Rider C6BFFC5E24034FC...	
Guarantor's Name (Record in full)	Signature	Signature
100 KING CHARLES CT	Derek Rider	CEO
Guarantor's Address	Name & Title	Name & Title
MILLSBORO, DELAWARE, 199667000	08-Dec-2023	
City, Province, Postal Code	Date	Date

Note:

i) If the Guarantor is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the person signing should be noted below that person's signature. The corporation's seal should be affixed if the resolution so states.

ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory. (No seal required in Quebec.)

iii) For *The Guarantees Acknowledgement Act* certificate in Alberta, see page 4.

Additional Terms and Conditions of this Guarantee

5. **Payment on demand.** I will immediately pay CIBC on demand:
- a) the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by CIBC in enforcing any of CIBC's rights under this Guarantee; and
 - b) interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
6. **Making Demand.** Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to CIBC, is deposited, postage prepaid, first class mail, in a post office, or is personally delivered to that address. I will give CIBC immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
7. **No Setoff or Counterclaim.** I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or CIBC.
8. **Application of Moneys Received.** CIBC may apply all moneys received from me, the Customer or any other Person (including under any Security that CIBC may from time to time hold) upon such part of the Customer's Debts as CIBC considers appropriate.
9. **Exhausting Recourse.** CIBC does not need to exhaust its recourse against the Customer or any other Person or under any Security CIBC may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will CIBC be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will CIBC's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
- a) any termination, invalidity, unenforceability or release by CIBC of any of its rights against the Customer or against any other Person or of any Security;
 - b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by CIBC to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these things;
 - c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate;
 - d) any unenforceability or loss of or in respect of any Security held from time to time by CIBC from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to CIBC's fault or any other reason;
 - e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;
 - f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
 - g) if I am or the Customer is a corporation, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
 - h) any event, whether or not attributable to CIBC, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
 - i) CIBC's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;

Guarantee

- j) any failure by CIBC to abide by any of the terms and conditions of CIBC's agreements with, or to meet any of its obligations or duties owed to me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between CIBC and me, the Customer or any Person;
- k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors; managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
- l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

For greater certainty, I agree that CIBC may deal with me, the Customer and any other Person in any manner without affecting my liability under this guarantee.

- 11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from CIBC will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay CIBC as principal debtor any amount that CIBC cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.
- 12. **No Liability for Negligence, etc.** CIBC will not be liable to me for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any receivers appointed by CIBC, in the course of any of its or their actions.
- 13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
- 14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after CIBC receives my notice.
- 15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by CIBC or settled between CIBC and the Customer will be conclusive as to that amount being due.
- 16. **CIBC's Priority.**
 - a) If any payment made to CIBC by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of CIBC's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that CIBC assign to me any Security held, or any other rights that CIBC may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.
 - b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors or any scheme of arrangement, CIBC will be entitled to all dividends and other payments until CIBC is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
 - c) If CIBC gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that CIBC holds for payment of the Customer's Debts, that will not be considered, as between CIBC and me, to be a purchase of such Security or payment, satisfaction or reduction of the Customer's Debts.
- 17. **Assignment and Postponement of Claim.** I postpone in favour of CIBC all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until CIBC is paid in full. I further assign to CIBC all such debts and liabilities, to the extent of the Customer's Debts, until CIBC is paid in full. If I receive any moneys in payment of any such debts and liabilities, I will hold them in trust for, and will immediately pay them to, CIBC without reducing my liability under this Guarantee.
- 18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to CIBC an additional amount as is necessary to ensure CIBC receives the full amount CIBC would have received if no deduction or withholding had been made.
- 19. **Judgment Currency.** My liability to pay CIBC in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or

recovery results in CIBC's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to CIBC in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.

20. **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.

21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by CIBC. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.

22. **Quebec Only.** If this Guarantee is governed by the laws of Quebec:

- a) I acknowledge that the terms and conditions of the Customer's Debts have been expressly brought to my attention;
- b) I renounce the benefit of division and discussion;
- c) if two or more Persons sign this Guarantee, each Person's liability will be solidary;
- d) I acknowledge that the thirty days' notice specified in Section 14 constitutes prior and sufficient notice to CIBC;
- e) if this Guarantee is attached to the performance of special duties, I agree that this Guarantee shall not terminate upon cessation of such duties; and
- f) it is the express wish of the parties that this document and any related documents be drawn up in English. Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés en anglais.

23. **Definitions.** In this Guarantee:

- a) "*Bank Office*" means the CIBC office noted on the first page of this Guarantee, or such address as CIBC may, from time to time, advise me in the manner provided in Section 6;
- b) "*Customer's Debts*" means the debts and liabilities that the Customer has incurred or may incur with CIBC including, among other things, those in respect of dealings between the Customer and CIBC, as well as any other dealings by which the Customer may become indebted or liable to CIBC in any manner whatever;
- c) "*Guarantor*" means any Person who has guaranteed or later guarantees to CIBC any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document;
- d) "*I*", "*me*" and "*my*" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;
- e) "*Person*" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;
- f) "*Section*" means a section or paragraph of this Guarantee;
- g) "*Security*" means any security held by CIBC as security for payment of the Customer's Debts and includes, among other things, any and all guarantees.



00002, 199 BAY STREET, TORONTO, ON M5L1G9

Bank Office

For valuable consideration, I, the undersigned guarantor, agree with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Customer's Name.** The name of the customer whose debts I am guaranteeing is MEDIA ONE CREATIVE INC., (the "Customer").
2. **Guarantee.** I guarantee payment to CIBC of all the Customer's Debts. My liability under this Guarantee is:

a) ☒ unlimited.

b) ☐ limited to the principal sum of CDN _____ plus interest and expenses in accordance with Section 5.

Note: If neither box (a) nor box (b) is checked off, or if both are checked off, or if box (b) is checked off but no figure is inserted in the blank, then box (a) alone will be considered to have been checked off.
3. **Governing Law.** This Guarantee is governed by the laws of Ontario (without reference to the choice of law rules). I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.
4. **Copy Received.** I acknowledge having received a copy of this Guarantee.
- Note: The "Additional Terms and Conditions of this Guarantee" on the following pages form part of this Guarantee.**

130 QQE HOLDINGS 2020 INC.	DocuSigned by: Derek Rider C6BFEC5E24034FC...	
Guarantor's Name (Record in full)	Signature	Signature
130 QQE, 130 QUEENS QUAY E	Derek Rider	
Guarantor's Address	CEO	
	Name & Title	Name & Title
TORONTO, Ontario, M5A0P6	08-Dec-2023	
City, Province, Postal Code	Date	Date

Note: i) If the Guarantor is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the person signing should be noted below that person's signature. The corporation's seal should be affixed if the resolution so states.

ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory. (No seal required in Quebec.)

iii) For *The Guarantees Acknowledgement Act* certificate in Alberta, see page 4.

Additional Terms and Conditions of this Guarantee

5. **Payment on demand.** I will immediately pay CIBC on demand:
- a) the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by CIBC in enforcing any of CIBC's rights under this Guarantee; and
 - b) interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
6. **Making Demand.** Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to CIBC, is deposited, postage prepaid, first class mail, in a post office, or is personally delivered to that address. I will give CIBC immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
7. **No Setoff or Counterclaim.** I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or CIBC.
8. **Application of Moneys Received.** CIBC may apply all moneys received from me, the Customer or any other Person (including under any Security that CIBC may from time to time hold) upon such part of the Customer's Debts as CIBC considers appropriate.
9. **Exhausting Recourse.** CIBC does not need to exhaust its recourse against the Customer or any other Person or under any Security CIBC may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will CIBC be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will CIBC's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
- a) any termination, invalidity, unenforceability or release by CIBC of any of its rights against the Customer or against any other Person or of any Security;
 - b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by CIBC to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these things;
 - c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate;
 - d) any unenforceability or loss of or in respect of any Security held from time to time by CIBC from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to CIBC's fault or any other reason;
 - e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;
 - f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
 - g) if I am or the Customer is a corporation, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
 - h) any event, whether or not attributable to CIBC, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
 - i) CIBC's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;

- j) any failure by CIBC to abide by any of the terms and conditions of CIBC's agreements with, or to meet any of its obligations or duties owed to me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between CIBC and me, the Customer or any Person;
- k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors; managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
- l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

For greater certainty, I agree that CIBC may deal with me, the Customer and any other Person in any manner without affecting my liability under this guarantee.

- 11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from CIBC will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay CIBC as principal debtor any amount that CIBC cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.
- 12. **No Liability for Negligence, etc.** CIBC will not be liable to me for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any receivers appointed by CIBC, in the course of any of its or their actions.
- 13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
- 14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after CIBC receives my notice.
- 15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by CIBC or settled between CIBC and the Customer will be conclusive as to that amount being due.
- 16. **CIBC's Priority.**
 - a) If any payment made to CIBC by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of CIBC's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that CIBC assign to me any Security held, or any other rights that CIBC may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.
 - b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors or any scheme of arrangement, CIBC will be entitled to all dividends and other payments until CIBC is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
 - c) If CIBC gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that CIBC holds for payment of the Customer's Debts, that will not be considered, as between CIBC and me, to be a purchase of such Security or payment, satisfaction or reduction of the Customer's Debts.
- 17. **Assignment and Postponement of Claim.** I postpone in favour of CIBC all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until CIBC is paid in full. I further assign to CIBC all such debts and liabilities, to the extent of the Customer's Debts, until CIBC is paid in full. If I receive any moneys in payment of any such debts and liabilities, I will hold them in trust for, and will immediately pay them to, CIBC without reducing my liability under this Guarantee.
- 18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to CIBC an additional amount as is necessary to ensure CIBC receives the full amount CIBC would have received if no deduction or withholding had been made.
- 19. **Judgment Currency.** My liability to pay CIBC in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or

recovery results in CIBC's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to CIBC in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.

20. **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.
21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by CIBC. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.
22. **Quebec Only.** If this Guarantee is governed by the laws of Quebec:
- a) I acknowledge that the terms and conditions of the Customer's Debts have been expressly brought to my attention;
 - b) I renounce the benefit of division and discussion;
 - c) if two or more Persons sign this Guarantee, each Person's liability will be solidary;
 - d) I acknowledge that the thirty days' notice specified in Section 14 constitutes prior and sufficient notice to CIBC;
 - e) if this Guarantee is attached to the performance of special duties, I agree that this Guarantee shall not terminate upon cessation of such duties; and
 - f) it is the express wish of the parties that this document and any related documents be drawn up in English. Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés en anglais.
23. **Definitions.** In this Guarantee:
- a) "*Bank Office*" means the CIBC office noted on the first page of this Guarantee, or such address as CIBC may, from time to time, advise me in the manner provided in Section 6;
 - b) "*Customer's Debts*" means the debts and liabilities that the Customer has incurred or may incur with CIBC including, among other things, those in respect of dealings between the Customer and CIBC, as well as any other dealings by which the Customer may become indebted or liable to CIBC in any manner whatever;
 - c) "*Guarantor*" means any Person who has guaranteed or later guarantees to CIBC any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document;
 - d) "*I*", "*me*" and "*my*" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;
 - e) "*Person*" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;
 - f) "*Section*" means a section or paragraph of this Guarantee;
 - g) "*Security*" means any security held by CIBC as security for payment of the Customer's Debts and includes, among other things, any and all guarantees.



00002, 199 BAY STREET, TORONTO, ON M5L1G9

Bank Office

For valuable consideration, I, the undersigned guarantor, agree with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Customer's Name.** The name of the customer whose debts I am guaranteeing is MEDIA ONE CREATIVE INC., (the "Customer").
2. **Guarantee.** I guarantee payment to CIBC of all the Customer's Debts. My liability under this Guarantee is:

a) ☒ unlimited.

b) ☐ limited to the principal sum of CDN _____ plus interest and expenses in accordance with Section 5.

Note: If neither box (a) nor box (b) is checked off, or if both are checked off, or if box (b) is checked off but no figure is inserted in the blank, then box (a) alone will be considered to have been checked off.
3. **Governing Law.** This Guarantee is governed by the laws of Ontario (without reference to the choice of law rules). I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.
4. **Copy Received.** I acknowledge having received a copy of this Guarantee.
- Note: The "Additional Terms and Conditions of this Guarantee" on the following pages form part of this Guarantee.**

RIDER ENTERPRISES INC. Guarantor's Name (Record in full)	DocuSigned by: Derek Rider C6BFEC5E24034FC... Signature	Signature
58 WARWICK AVE Guarantor's Address	Derek RiderCEO Name & Title	Name & Title
AJAX, Ontario, L1Z1L6 City, Province, Postal Code	08-Dec-2023 Date	Date

Note:

i) If the Guarantor is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the person signing should be noted below that person's signature. The corporation's seal should be affixed if the resolution so states.

ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory. (No seal required in Quebec.)

iii) For *The Guarantees Acknowledgement Act* certificate in Alberta, see page 4.

Additional Terms and Conditions of this Guarantee

5. **Payment on demand.** I will immediately pay CIBC on demand:
- a) the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by CIBC in enforcing any of CIBC's rights under this Guarantee; and
 - b) interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
6. **Making Demand.** Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to CIBC, is deposited, postage prepaid, first class mail, in a post office, or is personally delivered to that address. I will give CIBC immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
7. **No Setoff or Counterclaim.** I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or CIBC.
8. **Application of Moneys Received.** CIBC may apply all moneys received from me, the Customer or any other Person (including under any Security that CIBC may from time to time hold) upon such part of the Customer's Debts as CIBC considers appropriate.
9. **Exhausting Recourse.** CIBC does not need to exhaust its recourse against the Customer or any other Person or under any Security CIBC may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will CIBC be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will CIBC's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
- a) any termination, invalidity, unenforceability or release by CIBC of any of its rights against the Customer or against any other Person or of any Security;
 - b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by CIBC to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these things;
 - c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate;
 - d) any unenforceability or loss of or in respect of any Security held from time to time by CIBC from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to CIBC's fault or any other reason;
 - e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;
 - f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
 - g) if I am or the Customer is a corporation, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
 - h) any event, whether or not attributable to CIBC, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
 - i) CIBC's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;

Guarantee

- j) any failure by CIBC to abide by any of the terms and conditions of CIBC's agreements with, or to meet any of its obligations or duties owed to me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between CIBC and me, the Customer or any Person;
- k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors; managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
- l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

For greater certainty, I agree that CIBC may deal with me, the Customer and any other Person in any manner without affecting my liability under this guarantee.

- 11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from CIBC will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay CIBC as principal debtor any amount that CIBC cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.
- 12. **No Liability for Negligence, etc.** CIBC will not be liable to me for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any receivers appointed by CIBC, in the course of any of its or their actions.
- 13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
- 14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after CIBC receives my notice.
- 15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by CIBC or settled between CIBC and the Customer will be conclusive as to that amount being due.
- 16. **CIBC's Priority.**
 - a) If any payment made to CIBC by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of CIBC's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that CIBC assign to me any Security held, or any other rights that CIBC may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.
 - b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors or any scheme of arrangement, CIBC will be entitled to all dividends and other payments until CIBC is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
 - c) If CIBC gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that CIBC holds for payment of the Customer's Debts, that will not be considered, as between CIBC and me, to be a purchase of such Security or payment, satisfaction or reduction of the Customer's Debts.
- 17. **Assignment and Postponement of Claim.** I postpone in favour of CIBC all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until CIBC is paid in full. I further assign to CIBC all such debts and liabilities, to the extent of the Customer's Debts, until CIBC is paid in full. If I receive any moneys in payment of any such debts and liabilities, I will hold them in trust for, and will immediately pay them to, CIBC without reducing my liability under this Guarantee.
- 18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to CIBC an additional amount as is necessary to ensure CIBC receives the full amount CIBC would have received if no deduction or withholding had been made.
- 19. **Judgment Currency.** My liability to pay CIBC in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or

CONFIDENTIAL

recovery results in CIBC's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to CIBC in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.

20. **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.

21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by CIBC. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.

22. **Quebec Only.** If this Guarantee is governed by the laws of Quebec:

- a) I acknowledge that the terms and conditions of the Customer's Debts have been expressly brought to my attention;
- b) I renounce the benefit of division and discussion;
- c) if two or more Persons sign this Guarantee, each Person's liability will be solidary;
- d) I acknowledge that the thirty days' notice specified in Section 14 constitutes prior and sufficient notice to CIBC;
- e) if this Guarantee is attached to the performance of special duties, I agree that this Guarantee shall not terminate upon cessation of such duties; and
- f) it is the express wish of the parties that this document and any related documents be drawn up in English. Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés en anglais.

23. **Definitions.** In this Guarantee:

- a) "*Bank Office*" means the CIBC office noted on the first page of this Guarantee, or such address as CIBC may, from time to time, advise me in the manner provided in Section 6;
- b) "*Customer's Debts*" means the debts and liabilities that the Customer has incurred or may incur with CIBC including, among other things, those in respect of dealings between the Customer and CIBC, as well as any other dealings by which the Customer may become indebted or liable to CIBC in any manner whatever;
- c) "*Guarantor*" means any Person who has guaranteed or later guarantees to CIBC any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document;
- d) "*I*", "*me*" and "*my*" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;
- e) "*Person*" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;
- f) "*Section*" means a section or paragraph of this Guarantee;
- g) "*Security*" means any security held by CIBC as security for payment of the Customer's Debts and includes, among other things, any and all guarantees.



00002, 199 BAY STREET, TORONTO, ON M5L1G9

Bank Office

For valuable consideration, I, the undersigned guarantor, agree with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Customer's Name.** The name of the customer whose debts I am guaranteeing is MEDIA ONE CREATIVE INC., (the "Customer").
2. **Guarantee.** I guarantee payment to CIBC of all the Customer's Debts. My liability under this Guarantee is:

a) ☐ unlimited.

b) ☒ limited to the principal sum of CDN \$1,000,000.00 plus interest and expenses in accordance with Section 5.

Note: If neither box (a) nor box (b) is checked off, or if both are checked off, or if box (b) is checked off but no figure is inserted in the blank, then box (a) alone will be considered to have been checked off.
3. **Governing Law.** This Guarantee is governed by the laws of Ontario (without reference to the choice of law rules). I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.
4. **Copy Received.** I acknowledge having received a copy of this Guarantee.
- Note:** The "Additional Terms and Conditions of this Guarantee" on the following pages form part of this Guarantee.

x DocuSigned by: 8A54D33104294BF... Witness Signature	58 WARWICK AVE Guarantor's Address	x DocuSigned by: C6BFEC5E24034FC... Signature
Victoria Corbett Witness Name (record in full)	AJAX, Ontario, L1Z1L6 City/Town, Province and Postal Code	DEREK RIDER Guarantor's Name
12-Dec-2023 Date		08-Dec-2023 Date

Note:

i) If the Guarantor is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the person signing should be noted below that person's signature. The corporation's seal should be affixed if the resolution so states.

ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory. (No seal required in Quebec.)

iii) For *The Guarantees Acknowledgement Act* certificate in Alberta, see page 4.

Additional Terms and Conditions of this Guarantee

5. **Payment on demand.** I will immediately pay CIBC on demand:
- a) the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by CIBC in enforcing any of CIBC's rights under this Guarantee; and
 - b) interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
6. **Making Demand.** Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to CIBC, is deposited, postage prepaid, first class mail, in a post office, or is personally delivered to that address. I will give CIBC immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
7. **No Setoff or Counterclaim.** I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or CIBC.
8. **Application of Moneys Received.** CIBC may apply all moneys received from me, the Customer or any other Person (including under any Security that CIBC may from time to time hold) upon such part of the Customer's Debts as CIBC considers appropriate.
9. **Exhausting Recourse.** CIBC does not need to exhaust its recourse against the Customer or any other Person or under any Security CIBC may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will CIBC be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will CIBC's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
- a) any termination, invalidity, unenforceability or release by CIBC of any of its rights against the Customer or against any other Person or of any Security;
 - b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by CIBC to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these things;
 - c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate;
 - d) any unenforceability or loss of or in respect of any Security held from time to time by CIBC from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to CIBC's fault or any other reason;
 - e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;
 - f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
 - g) if I am or the Customer is a corporation, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
 - h) any event, whether or not attributable to CIBC, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
 - i) CIBC's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;

Guarantee

- j) any failure by CIBC to abide by any of the terms and conditions of CIBC's agreements with, or to meet any of its obligations or duties owed to me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between CIBC and me, the Customer or any Person;
- k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors; managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
- l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

For greater certainty, I agree that CIBC may deal with me, the Customer and any other Person in any manner without affecting my liability under this guarantee.

- 11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from CIBC will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay CIBC as principal debtor any amount that CIBC cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.
- 12. **No Liability for Negligence, etc.** CIBC will not be liable to me for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any receivers appointed by CIBC, in the course of any of its or their actions.
- 13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
- 14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after CIBC receives my notice.
- 15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by CIBC or settled between CIBC and the Customer will be conclusive as to that amount being due.
- 16. **CIBC's Priority.**
 - a) If any payment made to CIBC by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of CIBC's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that CIBC assign to me any Security held, or any other rights that CIBC may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.
 - b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors or any scheme of arrangement, CIBC will be entitled to all dividends and other payments until CIBC is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
 - c) If CIBC gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that CIBC holds for payment of the Customer's Debts, that will not be considered, as between CIBC and me, to be a purchase of such Security or payment, satisfaction or reduction of the Customer's Debts.
- 17. **Assignment and Postponement of Claim.** I postpone in favour of CIBC all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until CIBC is paid in full. I further assign to CIBC all such debts and liabilities, to the extent of the Customer's Debts, until CIBC is paid in full. If I receive any moneys in payment of any such debts and liabilities, I will hold them in trust for, and will immediately pay them to, CIBC without reducing my liability under this Guarantee.
- 18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to CIBC an additional amount as is necessary to ensure CIBC receives the full amount CIBC would have received if no deduction or withholding had been made.
- 19. **Judgment Currency.** My liability to pay CIBC in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or

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Guarantee

recovery results in CIBC's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to CIBC in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.

20. **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.

21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by CIBC. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.

22. **Quebec Only.** If this Guarantee is governed by the laws of Quebec:

- a) I acknowledge that the terms and conditions of the Customer's Debts have been expressly brought to my attention;
- b) I renounce the benefit of division and discussion;
- c) if two or more Persons sign this Guarantee, each Person's liability will be solidary;
- d) I acknowledge that the thirty days' notice specified in Section 14 constitutes prior and sufficient notice to CIBC;
- e) if this Guarantee is attached to the performance of special duties, I agree that this Guarantee shall not terminate upon cessation of such duties; and
- f) it is the express wish of the parties that this document and any related documents be drawn up in English. Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés en anglais.

23. **Definitions.** In this Guarantee:

- a) "*Bank Office*" means the CIBC office noted on the first page of this Guarantee, or such address as CIBC may, from time to time, advise me in the manner provided in Section 6;
- b) "*Customer's Debts*" means the debts and liabilities that the Customer has incurred or may incur with CIBC including, among other things, those in respect of dealings between the Customer and CIBC, as well as any other dealings by which the Customer may become indebted or liable to CIBC in any manner whatever;
- c) "*Guarantor*" means any Person who has guaranteed or later guarantees to CIBC any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document;
- d) "*I*", "*me*" and "*my*" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;
- e) "*Person*" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;
- f) "*Section*" means a section or paragraph of this Guarantee;
- g) "*Security*" means any security held by CIBC as security for payment of the Customer's Debts and includes, among other things, any and all guarantees.

This is **Exhibit “J”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

James Aston

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)



PRIORITY AGREEMENT

THIS AGREEMENT dated December 19, 2023.

AMONG:

BUSINESS DEVELOPMENT BANK OF CANADA, with a business centre at
81 Bay Street, Suite 3700, Toronto, Ontario, M5J 0E7
(**"BDC"**)

AND:

CANADIAN IMPERIAL BANK OF COMMERCE ("CIBC")
(the **"Lender"**)

AND:

MEDIA ONE CREATIVE INC.
(the **"Customer"**)

WHEREAS:

- A. The Customer has granted or agreed to grant to BDC security interests in all of the Customer's present and after-acquired personal property to secure present and future debts and obligations of the Customer to BDC;
- B. The Customer has granted or agreed to grant to the Lender security interests in all of the Customer's present and after-acquired personal property to secure present and future debts and obligations of the Customer to the Lender;
- C. The parties hereto have agreed to enter into this agreement in order to set out the respective priorities of the BDC Security and the Lender Security;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE 1 - CONSENT

- 1.01 BDC hereby acknowledges its consent to the creation and issue by the Customer to the Lender of the Lender Security and to the incurring by the Customer of the indebtedness evidenced thereby.
- 1.02 The Lender hereby acknowledges its consent to the creation and issue by the Customer to BDC of the BDC Security and to the incurring by the Customer of the indebtedness evidenced thereby.

ARTICLE 2 - INTERPRETATION

2.01 The preamble hereto forms an integral part of this Agreement.

2.02 In this Agreement, the following terms shall have the following meanings:

(a) "Accounts Receivable" means all debts, accounts, claims, demands, monies and choses in action which are now or which may at any time hereafter be due, owing to or accruing due to or owned by the Customer, together with all books, records, documents, papers and electronically recorded data and any other documents or information of any kind which in any way evidences or relates to any or all of the said debts, accounts, claims, demands, monies and choses in action, provided that the term "Accounts Receivable" herein shall not include any proceeds from the sale, disposition or realization of the personal property of the Customer other than Inventory;

(b) "BDC Security" means all registered security interests now or hereafter held by BDC in any or all of the Customer's present and after acquired personal property to secure present and future debts and obligations of the Customer to BDC;

(c) "Inventory" means all of the Customer's goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, raw materials, work in progress, finished goods, returned goods, repossessed goods, livestock and the young thereof after conception and crops and timber, and packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing;

(d) "Lender Security" means all registered security interests now or hereafter held by the Lender in any or all of the Customer's present and after acquired personal property to secure present and future debts and obligations of the Customer to the Lender;

(e) "PPSA" means the applicable *Personal Property Security Act*, and

(f) "Secured Parties" means BDC and the Lender, and a "Secured Party" means either one of them, and each of their respective successors and permitted assigns.

ARTICLE 3 - PRIORITIES

3.01 (a) The BDC Security is hereby postponed and subordinated to the security constituted by the Lender Security with respect to the Inventory and Accounts Receivable and the equipment listed in Schedule "A" hereto, if any (the "Listed Equipment"), to the extent of the Customer's indebtedness to the Lender from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by the Lender in connection therewith.

(b) The Lender Security is hereby postponed and subordinated to the security constituted by the BDC Security with respect to all of the Customer's present and after acquired personal property other than the Inventory and Accounts Receivable and the Listed Equipment, to the extent of the Customer's indebtedness to BDC from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by BDC in connection therewith.

3.02 The subordinations and postponements herein shall apply in all events and circumstances regardless of:

(a) the date of execution, attachment, registration or perfection of any security interest held by BDC or the Lender; or

(b) the date of any advance or advances made to the Customer by BDC or the Lender; or

- (c) the date of default by the Customer under any of the BDC Security or the Lender Security or the dates of crystallization of any floating charges held by BDC or the Lender; or
 - (d) any priority granted by any principle of law or any statute, including the PPSA.
- 3.03 Any proceeds, including, without limitation, any insurance proceeds received by the Customer or by BDC or the Lender in respect of the collateral charged by the BDC Security or the Lender Security shall be dealt with according to the preceding provisions hereof as though such proceeds were paid or payable as proceeds of realization of the collateral for which they compensate subject to subparagraphs (a), (b) and (c):
 - (a) The Lender's priorities herein shall not extend to any payments against the Customer's indebtedness to BDC received by BDC in the ordinary course of business and prior to written notice of the Customer's default from the Lender.
 - (b) BDC's priorities herein shall not extend to any payments against the Customer's indebtedness to the Lender received by the Lender in the ordinary course of business and prior to written notice of the Customer's default from BDC.
 - (c) With the exception of monies deposited in any accounts designated as trust accounts by the Customer for the benefit of BDC, BDC shall not be entitled, notwithstanding anything to the contrary in this Agreement, to make a claim against any monies which are deposited in or disbursed from any account of the Customer maintained with the Lender, except for monies deposited therein after the time the Lender has received written notice from BDC that it is enforcing the BDC Security against the Customer and which are not subject to the security interest and priority of the Lender as set out and agreed to in this Agreement.
- 3.04 If any of the BDC Security or the Lender Security is claimed or found by a trustee in bankruptcy or a court of competent jurisdiction to be unenforceable, invalid, unregistered or unperfected, then the foregoing provisions of this Article 3 shall not apply to such security to the extent that such security is so found to be unenforceable, invalid, unregistered or unperfected as against a third party unless the Secured Party shall be diligently contesting such a claim and has provided the other party with a satisfactory indemnity.
- 3.05 Each of the parties hereto shall permit any of the other parties hereto and their employees, agents and contractors, access at all reasonable times to any property and assets of the Customer upon which it has a prior charge or security interest in accordance with the terms hereof and to permit such other party to remove such property and assets from the premises of the Customer at all reasonable times without interference, provided that such other party shall promptly repair any damage caused to the premises by the removal of any such property or assets.
- 3.06 If any person, other than BDC and the Lender, shall have a valid claim, right or interest in or to any of the present or after-acquired personal property of the Customer which is subject to all or any part of the BDC Security or the Lender Security, as the case may be, in priority to or on a parity with one of the Secured Parties but not in priority to or on a parity with the other Secured Party, then this Agreement shall not apply so as to diminish the rights (as such rights would have been but for this Agreement) of such other Secured Party to such property or the proceeds thereof.
- 3.07 Nothing in this Agreement affects the priority of any security over the Customer's real property interests held by BDC or the Lender. The real property interests of the Customer are excluded from the operation of this agreement.
- 3.08 This Agreement is not intended to affect the priority of any third party claims and no such parties may benefit from anything contained herein.
- 3.09 Nothing in this Agreement shall affect the priority of purchase money security interests (as defined

in the PPSA) hereafter acquired by BDC or the Lender in specific equipment of the Customer.

ARTICLE 4 - COVENANTS OF THE CUSTOMER

4.01 The Customer hereby confirms to and agrees with BDC and the Lender that so long as any of the indebtedness of the Customer to BDC and the Lender remains outstanding, it shall stand possessed of its assets so charged for BDC and for the Lender in accordance with their respective interests and priorities as herein set out.

ARTICLE 5- GENERAL

5.01 From time to time upon request therefor BDC and the Lender may advise each other of the particulars of the indebtedness and liability of the Customer to each other and all security held by each therefor.

5.02 BDC and the Lender each agree that, except as required by law, it will not transfer or assign any of its security from the Customer without first obtaining from the proposed assignee or transferee an agreement to be bound by the provisions of this Agreement.

5.03 Concurrent with making any demand for payment on the Customer or proceeding to enforce its security, BDC or the Lender, as the case may be, shall provide notice of such demand or enforcement to the other of them, provided, however, that neither shall be liable for any accidental omission to provide the said notice.

5.04 Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered to the parties hereto as follows:

for BDC:

81 Bay Street, Suite 3700
Toronto, ON M5J 0E7
Attention: Adam Laiken

for the Lender:

81 Bay Street
Toronto, ON M5J 0E7
Attention: Victoria Corbett

5.05 Each of the Customer, BDC and the Lender shall do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the interests of this Agreement; provided however, that no consent of the Customer shall be necessary to any amendment of the terms hereof by BDC and the Lender unless the interests of the Customer are directly affected thereby.

5.06 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

5.07 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.08 This Agreement shall be governed by and construed in accordance with the laws of the province in which the business centre of the BDC is located as described on page 1.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hand(s) of their duly authorized officer(s) on the date first above written.

BUSINESS DEVELOPMENT BANK OF CANADA

Adam Laiken
Per: _____
Miguel Rodrigues
Per: _____

CANADIAN IMPERIAL BANK OF COMMERCE

victoria corbett
Per: _____
Per: _____

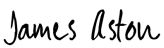
E-SIGNED by Peter Rider
on/2023-12-19

(Witness)

MEDIA ONE CREATIVE INC.
E-SIGNED by Derek Rider
on/2023-12-19
Per: _____
Per: _____

SCHEDULE "A"
INTENTIONALLY BLANK

This is **Exhibit “K”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)



CONFIDENTIAL

September 11, 2025

Media One Creative Inc.
West Tower, 130 Queens Quay E Suite 1108
Toronto, Ontario
M5A 0P6

Attention: Derek Rider

Dear Sir:

RE: *Media One Creative Inc. (the "Borrower")*
Indebtedness to Canadian Imperial Bank of Commerce ("CIBC" or "the Bank")

We refer to our Credit Agreement dated December 6th, 2023, our Credit Amendment dated January 10th 2024 (collectively the "Agreement", and our ongoing discussions and email communications.

We confirm that CIBC's concerns continue and the purpose of this letter is to convey in writing CIBC's ongoing concerns with the financial performance of the Borrower, which include, but are not limited to, the following:

- 1) Financial performance for the fiscal year 2024, which reported a net loss of \$33,902.
- 2) Year to date financial performance up to the 4th quarter for the fiscal year 2025, which reported a net loss of \$2,258,509.
- 3) Funded Debt/EBITDA up to the 4th quarter for the fiscal year 2025, in breach of covenant threshold set at 2.50x.
- 4) Minimum EBITDA up to the 4th quarter for the fiscal year 2025, in breach of the covenant threshold set at \$1,500,000

In view of the foregoing, the Bank is no longer prepared to provide loan accommodations to you and therefore requests that arrangements be made to repay the Bank debt in full by **December 12th, 2025**. Failure to comply will result in CIBC taking appropriate action to effect repayment of loans.

We will continue to allow use of the accounts and other Bank facilities in the normal manner during the period prior to **December 12th, 2025** provided that you are not otherwise in default of your contractual obligations under the Agreement.

Please be advised that CIBC will continue to return cheques, EFTs, wires bill payments and other payment types without notice, if payment of these items would result in an un-authorized excess of the authorized limit.

All liabilities and obligations to the Bank remain payable on demand at the option of CIBC and CIBC reserves the right to make demand for payment and terminate the credit facilities at any time should, notwithstanding any accommodation and time period set out above, the Bank determine that such action is necessary. CIBC will therefore not be restricted from taking appropriate action at any time should there be, in our opinion, any change in your affairs which would adversely affect the Bank's position.

Please indicate your acceptance of the foregoing by signing and returning a copy to the undersigned by September 19, 2025.

Should you have any questions or require further clarification, please do not hesitate to contact us.

Yours truly,

CANADIAN IMPERIAL BANK OF COMMERCE

Per:



Name: Benjamin Walker
Director

Acknowledgement & Acceptance

Receipt of a copy of this letter is hereby acknowledged and we agree to the foregoing terms and conditions this _____ day of _____, 2025.

Name: Derek Rider
Title: CEO & Co-founder
I HAVE AUTHORITY TO BIND THE COMPANY

This is **Exhibit “L”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

James Aston

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)

From: Derek Rider
Sent: Monday, December 08, 2025 3:45 PM
To: Walker, Benjamin ; Eugene Bomba ; Derek Rider ; lwhiston-babcock@edc.ca; Noronha, Abigail
Subject: Introducing Benjamin and Eugene (CFO)

Benjamin,

I'm writing from LA. Our financing package with EDC is progressing and we are moving ahead with selecting our new core banking relationship between BMO and National Bank. To keep everything aligned through year-end and avoid any operational friction, I want CIBC, EDC, and my CFO (Eugene) connected this week.

Please provide your available times in the next few days for a call with Eugene and the EDC team. They will handle the transition details directly. I won't be joining the meeting — this is now an execution item between the institutions.

Derek Rider
CEO & Founder
Media One Creative Inc. & Media One Group
C: 647-444-0327
E: derek@mediaonecreative.ca
www.mediaonegroup.com

Sent from Gmail Mobile from my mobile device. Apologies for typos.

From: Walker, Benjamin
Sent: Thursday, November 06, 2025 11:17 AM
To: Derek Rider
Subject: RE: Letter re: Media One Creative

Morning Derek,

Appreciate the update and insights, sounds like you have found a good partner in EDC.
Please let me know how the meeting goes this week and we can proceed from there.

Best,

Benjamin

Benjamin Walker | Director, GTA | Commercial Banking
CIBC Square, 81 Bay Street, 10th Floor, Toronto, ON M5J 0E7 | Tel: 416 876-5318 |
benjamin.walker@cibc.com



CIBC COMMERCIAL
BANKING

From: Derek Rider <derek@mediaonecreative.ca>
Sent: Tuesday, November 04, 2025 10:48 AM
To: Walker, Benjamin <Benjamin.Walker@cibc.com>
Subject: Re: Letter re: Media One Creative

Hi Benjamin,

Things are progressing well. I'm actively negotiating a direct lending facility of up to \$6M with EDC. About \$2M of that financing is allocated specifically to pay down the CIBC line, with the balance earmarked for supporting our large new LATAM Airlines contract and the Carbon acquisition.

EDC's Mid-Market Lending team has moved the file to their MLL desk, which I understand means paper is now being drafted. I have a follow-up meeting with them later this week, and once the term sheet is issued, I'll be in a position to formally request the reasonable extension needed to fully retire your CIBC balance — which remains our first priority.

Once the CIBC facility is repaid, we'd expect our GSA to be released so that we can transition to a banking partner aligned with our next growth phase.

Sound good?

Best regards,

Derek

Derek Rider
CEO & Founder
Media One Creative Inc. & Media One Group
C: 647-444-0327
E: derek@mediaonecreative.ca
www.mediaonegroup.com

Sent from Gmail Mobile from my mobile device. Apologies for typos.

On Tue, Nov 4, 2025 at 10:41 AM Walker, Benjamin <Benjamin.Walker@cibc.com> wrote:

Very good morning Derek,

Trust all is well and that you had a good Halloween.

I wanted to circle back on the below to see how thing are going with BMO & National.

Best,

Benjamin

Benjamin Walker | Director, GTA | Commercial Banking

CIBC Square, 81 Bay Street, 10th Floor, Toronto, ON M5J 0E7 | Tel: 416 876-5318 |

benjamin.walker@cibc.com



From: Derek Rider <derek@mediaonecreative.ca>

Sent: Saturday, October 11, 2025 8:30 AM

To: Walker, Benjamin <Benjamin.Walker@cibc.com>

Subject: Re: Letter re: Media One Creative

Thanks, you too!

On Sat, Oct 11, 2025 at 8:28 AM Walker, Benjamin <Benjamin.Walker@cibc.com> wrote:

Morning Derek,

Apologies for my delay here, the week ran away.

Saw your other note and thanks for sharing, please keep me in the loop as things progress.

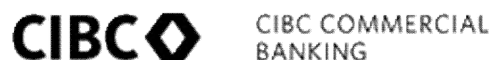
Have a good thanksgiving!

Benjamin

Benjamin Walker | Director, GTA | Commercial Banking

CIBC Square, 81 Bay Street, 10th Floor, Toronto, ON M5J 0E7 | Tel: 416 876-5318 |

benjamin.walker@cibc.com



Our purpose: To help make your ambition a reality

From: Derek Rider <derek@mediaonecreative.ca>

Sent: Thursday, October 09, 2025 2:47 PM

To: Walker, Benjamin <Benjamin.Walker@cibc.com>

Subject: Re: Letter re: Media One Creative

Yes, what is your availability tomorrow for a quick call?

I've retained a broker who is in active discussion with BMO and National Bank presently. EDC is also going to support the transition.

Happy to share more on the phone

Derek Rider
CEO & Founder
Media One Creative Inc. & Media One Group
C: 647-444-0327
E: derek@mediaonecreative.ca
www.mediaonegroup.com

Sent from Gmail Mobile from my mobile device. Apologies for typos.

On Tue, Oct 7, 2025 at 12:24 PM Walker, Benjamin <Benjamin.Walker@cibc.com> wrote:

Afternoon Derek,

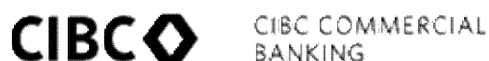
Trust all is well.

I wanted to circle back on our conversation from middle September to see how the refinancing process is going.

Best,

Benjamin

Benjamin Walker | Director, GTA | Commercial Banking
CIBC Square, 81 Bay Street, 10th Floor, Toronto, ON M5J 0E7 | Tel: 416 876-5318 |
benjamin.walker@cibc.com



Our purpose: To help make your ambition a reality

From: Walker, Benjamin
Sent: Thursday, September 11, 2025 10:01 AM
To: Derek Rider <derek@mediaonecreative.ca>
Subject: Letter re: Media One Creative

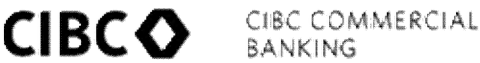
Morning Derek,

Please see attached letter regarding the loan accommodations to Media One Creative Inc.

Best,

Benjamin

Benjamin Walker | Director, GTA | Commercial Banking
CIBC Square, 81 Bay Street, 10th Floor, Toronto, ON M5J 0E7 | Tel: 416 876-5318 |
benjamin.walker@cibc.com



Our purpose: To help make your ambition a reality

This is **Exhibit “M”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)



March 9, 2026

DELIVERED VIA COURIER AND REGISTERED MAIL

Media One Creative Inc.
Attention: Derek Rider
130 Queens Quay E., Suite 1004
Toronto, Ontario
M5A 0P6

Katie Ross
T 416-862-4697
F 416-862-7661
katie.ross@ca.gowlingwlg.com

File No. G10102192

Re: Canadian Imperial Bank of Commerce (the “Bank”) and Media One Creative Inc. (the “Borrower”)

We are the lawyers for the Bank in connection with certain credit facilities established by the Bank in favour of the Borrower (the “**Credit Facilities**”) pursuant to a credit agreement dated December 6, 2023, as amended by a first amendment dated January 10, 2024, between, *inter alia*, the Borrower, as borrower, the Bank, as lender (as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), plus accrued interest and expenses set out therein. The Credit Facilities are either repayable on demand or an event of default has occurred in respect of the Credit Facilities which entitles the Bank to demand repayment of the Credit Facilities.

On behalf of our client, we hereby demand payment in full of the Borrower’s indebtedness to the Bank (the “**Indebtedness**”) owing under the Credit Facilities, particulars of which are as follows:

Revolving Loan (#00002-7126816)	
Principal outstanding	\$2,480,478.30
Accrued interest	\$1,210.74
Interest accrues at the Bank’s prime rate of interest plus 1.500% per annum	
Fees	\$156.00
VISA (#*****1873)	
Principal outstanding	\$10,178.20
Accrued interest	\$0.00
Interest accrues at the rate of 19.99% per annum	
Total as at March 5, 2026	\$2,492,023.24

Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the relevant rates set out above. The exact amount of the Indebtedness and interest which will have accrued to any proposed date of payment may be obtained by contacting the undersigned. You will also be required to pay the Bank’s legal and other expenses in connection with the Indebtedness.

Unless arrangements for payment of the Indebtedness, together with accrued interest and costs, are received by our office on behalf of the Bank by the close of business on **MARCH 19, 2026**, we have instructions to take necessary steps to recover payment in full. The Bank reserves its rights to close all bank accounts and terminate any cash management services including, but not limited to, any credit or

Gowling WLG (Canada) LLP
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100 King Street West
Toronto ON M5X 1G5 Canada
gowlingwlg.com

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debit cards, electronic fund transfer, overdraft, cash pooling, treasury, depository and other cash management arrangements and credit card services that you have with the Bank or any of the Bank's affiliates at the close of business on **MARCH 19, 2026**.

We enclose a Notice of Intention to Enforce Security in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Please direct any communications with respect to this matter to the undersigned.

Yours truly,
Gowling WLG (Canada) LLP



Katie Ross
KR
Encl.



March 9, 2026

DELIVERED VIA COURIER AND REGISTERED MAIL

Katie Ross
T 416-862-4697
F 416-862-7661
katie.ross@ca.gowlingwlg.com

File No. G10102192

Media One Group Holdings Inc.
Attention: Derek Rider
130 Queens Quay East, Suite 1004
Toronto, Ontario
M5A 0P6

-and-

Media One Group Holdings Inc.
58 Warwick Ave.,
Ajax, Ontario
L1Z 1L6

Re: Canadian Imperial Bank of Commerce (the “Bank”) and Media One Creative Inc. (the “Borrower”)

We represent the Bank with respect to the following indebtedness of the Borrower:

Revolving Loan (#00002-7126816)	
Principal outstanding	\$2,480,478.30
Accrued interest	\$1,210.74
Interest accrues at the Bank's prime rate of interest plus 1.500% per annum	
Fees	\$156.00
VISA (#*****1873)	
Principal outstanding	\$10,178.20
Accrued interest	\$0.00
Interest accrues at the rate of 19.99% per annum	
Total as at March 5, 2026	\$2,492,023.24

Pursuant to a guarantee dated December 8, 2023 (the “**Guarantee**”) you agreed to guarantee the indebtedness of the Borrower under the credit agreement dated December 6, 2023, as amended by a first amendment dated January 10, 2024, between, *inter alia*, the Borrower, as borrower, the Bank, as lender (as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), plus accrued interest and expenses set out therein.

We therefore demand payment of the indebtedness of **\$2,492,023.24** plus accruing interest and all fees and expenses incurred by the Bank, in connection with the enforcement of the Guarantee and expenses thereon in accordance with the terms of the Guarantee.

We have instructions to commence litigation against you if you do not make satisfactory arrangements with our office immediately to have the indebtedness paid, plus accrued interest and costs. If we do not hear from you by close of business on **MARCH 19, 2026**, we will proceed as instructed.

We enclose a Notice of Intention to Enforce Security in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Please direct any communications with respect to this matter to the undersigned.

Yours truly,
Gowling WLG (Canada) LLP



Katie Ross
KR:
Encl.



March 9, 2026

DELIVERED VIA COURIER AND REGISTERED MAIL

Media One Creative USA Inc.
Attention: Derek Rider
130 Queens Quay E, Suite 1004
Toronto, Ontario
M5A 0P6

Katie Ross
T 416-862-4697
F 416-862-7661
katie.ross@ca.gowlingwlg.com

File No. G10102192

-and-

DELIVERED VIA COURIER AND REGULAR MAIL

Media One Creative USA Inc.
100 King Charles Ct.,
Millsboro, Delaware, 199667000

Re: Canadian Imperial Bank of Commerce (the “Bank”) and Media One Creative Inc. (the “Borrower”)

We represent the Bank with respect to the following indebtedness of the Borrower:

Revolving Loan (#00002-7126816)	
Principal outstanding	\$2,480,478.30
Accrued interest	\$1,210.74
Interest accrues at the Bank's prime rate of interest plus 1.500% per annum	
Fees	\$156.00
VISA (#*****1873)	
Principal outstanding	\$10,178.20
Accrued interest	\$0.00
Interest accrues at the rate of 19.99% per annum	
Total as at March 5, 2026	\$2,492,023.24

Pursuant to a guarantee dated December 8, 2023 (the “**Guarantee**”) you agreed to guarantee the indebtedness of the Borrower under the credit agreement dated December 6, 2023, as amended by a first amendment dated January 10, 2024, between, *inter alia*, the Borrower, as borrower, the Bank, as lender (as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), plus accrued interest and expenses set out therein.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada
gowlingwlg.com

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We therefore demand payment of the indebtedness of **\$2,492,023.24** plus accruing interest and all fees and expenses incurred by the Bank, in connection with the enforcement of the Guarantee and expenses thereon in accordance with the terms of the Guarantee.

We have instructions to take any necessary steps to recovery payment in full if you do not make satisfactory arrangements with our office immediately to have the indebtedness paid, plus accrued interest and costs. If we do not hear from you by close of business on **MARCH 19, 2026**, we will proceed as instructed.

We enclose a Notice of Intention to Enforce Security in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Please direct any communications with respect to this matter to the undersigned.

Yours truly,
Gowling WLG (Canada) LLP



Katie Ross
KR:
Encl.



March 9, 2026

DELIVERED VIA COURIER AND REGISTERED MAIL

130 QQE Holdings 2020 Inc.
Attention: Derek Rider
130 Queens Quay East
Toronto, Ontario
M5A 0P6

Katie Ross
T 416-862-4697
F 416-862-7661
katie.ross@ca.gowlingwlg.com

File No. G10102192

Re: Canadian Imperial Bank of Commerce (the “Bank”) and Media One Creative Inc. (the “Borrower”)

We represent the Bank with respect to the following indebtedness of the Borrower:

Revolving Loan (#00002-7126816)	
Principal outstanding	\$2,480,478.30
Accrued interest	\$1,210.74
Interest accrues at the Bank's prime rate of interest plus 1.500% per annum	
Fees	\$156.00
VISA (#*****1873)	
Principal outstanding	\$10,178.20
Accrued interest	\$0.00
Interest accrues at the rate of 19.99% per annum	
Total as at March 5, 2026	\$2,492,023.24

Pursuant to a guarantee dated December 8, 2023 (the “**Guarantee**”) you agreed to guarantee the indebtedness of the Borrower under the credit agreement dated December 6, 2023, as amended by a first amendment dated January 10, 2024, between, *inter alia*, the Borrower, as borrower, the Bank, as lender (as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), plus accrued interest and expenses set out therein.

We therefore demand payment of the indebtedness of **\$2,492,023.24** plus accruing interest and all fees and expenses incurred by the Bank, in connection with the enforcement of the Guarantee and expenses thereon in accordance with the terms of the Guarantee.

We have instructions to take any necessary steps to recover payment in full if you do not make satisfactory arrangements with our office immediately to have the indebtedness paid, plus accrued interest and costs. If we do not hear from you by close of business on **MARCH 19, 2026**, we will proceed as instructed.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada
gowlingwlg.com

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We enclose a Notice of Intention to Enforce Security in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Please direct any communications with respect to this matter to the undersigned.

Yours truly,

Gowling WLG (Canada) LLP

A handwritten signature in black ink, appearing to read 'Katie Ross', written in a cursive style.

Katie Ross

KR:

Encl.



March 9, 2026

DELIVERED VIA COURIER AND REGISTERED MAIL

Rider Enterprises Inc.
Attention: Derek Rider
58 Warwick Avenue
Ajax, Ontario L1Z 1L6

Katie Ross
T 416-862-4697
F 416-862-7661
katie.ross@ca.gowlingwlg.com

File No. G10102192

Re: Canadian Imperial Bank of Commerce (the “Bank”) and Media One Creative Inc. (the “Borrower”)

We represent the Bank with respect to the following indebtedness of the Borrower:

Revolving Loan (#00002-7126816)	
Principal outstanding	\$2,480,478.30
Accrued interest	\$1,210.74
Interest accrues at the Bank's prime rate of interest plus 1.500% per annum	
Fees	\$156.00
VISA (#*****1873)	
Principal outstanding	\$10,178.20
Accrued interest	\$0.00
Interest accrues at the rate of 19.99% per annum	
Total as at March 5, 2026	\$2,492,023.24

Pursuant to a guarantee dated December 8, 2023 (the “**Guarantee**”) you agreed to guarantee the indebtedness of the Borrower under the credit agreement dated December 6, 2023, as amended by a first amendment dated January 10, 2024, between, *inter alia*, the Borrower, as borrower, the Bank, as lender (as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), plus accrued interest and expenses set out therein.

We therefore demand payment of the indebtedness of **\$2,492,023.24** plus accruing interest and all fees and expenses incurred by the Bank, in connection with the enforcement of the Guarantee and expenses thereon in accordance with the terms of the Guarantee.

We have instructions to take any necessary steps to recover payment in full if you do not make satisfactory arrangements with our office immediately to have the indebtedness paid, plus accrued interest and costs. If we do not hear from you by close of business on **MARCH 19, 2026**, we will proceed as instructed.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada
gowlingwlg.com

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We enclose a Notice of Intention to Enforce Security in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Please direct any communications with respect to this matter to the undersigned.

Yours truly,
Gowling WLG (Canada) LLP



Katie Ross
KR:
Encl.



March 9, 2026

DELIVERED VIA COURIER AND REGISTERED MAIL

Derek Rider
58 Warwick Avenue
Ajax, Ontario L1Z 1L6

Katie Ross
T 416-862-4697
F 416-862-7661
katie.ross@ca.gowlingwlg.com

File No. G10102192

Re: Canadian Imperial Bank of Commerce (the “Bank”) and Media One Creative Inc. (the “Borrower”)

We represent the Bank with respect to the following indebtedness of the Borrower:

Revolving Loan (#00002-7126816)	
Principal outstanding	\$2,480,478.30
Accrued interest	\$1,210.74
Interest accrues at the Bank's prime rate of interest plus 1.500% per annum	
Fees	\$156.00
VISA (#*****1873)	
Principal outstanding	\$10,178.20
Accrued interest	\$0.00
Interest accrues at the rate of 19.99% per annum	
Total as at March 5, 2026	\$2,492,023.24

Pursuant to a guarantee dated December 8, 2023 (the “**Guarantee**”) you agreed to guarantee the indebtedness of the Borrower under the credit agreement dated December 6, 2023, as amended by a first amendment dated January 10, 2024, between, *inter alia*, the Borrower, as borrower, the Bank, as lender (as amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), plus accrued interest and expenses set out therein.

We therefore demand payment of the indebtedness of **\$2,492,023.24** plus accruing interest and all fees and expenses incurred by the Bank, in connection with the enforcement of the Guarantee and expenses thereon in accordance with the terms of the Guarantee.

We have instructions to take any necessary steps to recover payment in full if you do not make satisfactory arrangements with our office immediately to have the indebtedness paid, plus accrued interest and costs. If we do not hear from you by close of business on **MARCH 19, 2026**, we will proceed as instructed.

We enclose a Notice of Intention to Enforce Security in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal

Please direct any communications with respect to this matter to the undersigned.

Yours truly,
Gowling WLG (Canada) LLP

A handwritten signature in black ink, appearing to read 'Katie Ross', written in a cursive style.

Katie Ross

KR:
Encl.

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security (Rule 124)

TO: Media One Creative Inc., an insolvent person

Take notice that:

1. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - All property of the insolvent person charged by the security described below.
2. The security that is to be enforced is in the form of:
 - General Security Agreement from Media One Creative Inc. dated December 8, 2023 in favour of Canadian Imperial Bank of Commerce granting a security interest in all present and after-acquired personal property of Media One Creative Inc. and registered under the *Personal Property Security Act* (Ontario) on December 14, 2023 as reference file no. 501216786 (original registration number 20231214 1047 1219 9236).
3. The total amount of indebtedness secured by the security as at March 5, 2026, is **\$2,492,023.24**.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.
5. The indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses, currency fluctuations and other amounts that have been incurred by Canadian Imperial Bank of Commerce for the account of Media One Creative Inc. and accrued and unpaid interest from now to the date of payment at the rate set out in the credit agreement dated as of December 6, 2023, as amended by a first amendment dated January 10, 2024 between Canadian Imperial Bank of Commerce, as lender, and Media One Creative Inc., as borrower, as may be amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time.

Dated March 9, 2026

Canadian Imperial Bank of Commerce, secured creditor
by its lawyers
Gowling WLG (Canada) LLP
per:



Katie Ross

BANKRUPTCY AND INSOLVENCY ACT

FORM 86 Notice of Intention to Enforce Security (Rule 124)

TO: Media One Group Holdings Inc., an insolvent person

Take notice that:

1. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - All property of the insolvent person charged by the security described below.
2. The security that is to be enforced is in the form of:
 - Guarantee in an unlimited amount from Media One Group Holdings Inc. in favour of Canadian Imperial Bank of Commerce dated December 8, 2023 guaranteeing the payment and performance of all indebtedness, obligations and liabilities of Media One Creative Inc. to Canadian Imperial Bank of Commerce; and
 - General Security Agreement from Media One Group Holdings Inc. dated December 8, 2023 in favour of Canadian Imperial Bank of Commerce granting a security interest in all present and after-acquired personal property of Media One Group Holdings Inc. and registered under the *Personal Property Security Act* (Ontario) on December 14, 2023 as reference file no. 501216759 (original registration number 20231214 1046 1219 9235).
3. The total amount of indebtedness secured by the security as at March 5, 2026 is **\$2,492,023.24**.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.
5. The indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses, currency fluctuations and other amounts that have been incurred by Canadian Imperial Bank of Commerce for the account of Media One Creative Inc. and accrued and unpaid interest from now to the date of payment at the rate set out in the credit agreement dated as of December 6, 2023, as amended by a first amendment dated January 10, 2024 between Canadian Imperial Bank of Commerce, as lender, and Media One Creative Inc., as borrower, as may be amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time.

Dated March 6, 2026

Canadian Imperial Bank of Commerce, secured creditor
by its lawyers
Gowling WLG (Canada) LLP
per:



Katie Ross

BANKRUPTCY AND INSOLVENCY ACT

FORM 86
Notice of Intention to Enforce Security
(Rule 124)

TO: Derek Rider, an insolvent person

Take notice that:

6. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - All property of the insolvent person charged by the security described below.
7. The security that is to be enforced is in the form of:
 - Guarantee limited to the principal sum of \$1,000,000.00 from Derek Rider in favour of Canadian Imperial Bank of Commerce dated December 8, 2023 guaranteeing the payment and performance of all indebtedness, obligations and liabilities of Media One Creative Inc. to Canadian Imperial Bank of Commerce.
8. The total amount of indebtedness secured by the security as at March 5, 2026 is **\$2,492,023.24**.
9. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.
10. The indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses, currency fluctuations and other amounts that have been incurred by Canadian Imperial Bank of Commerce for the account of Media One Creative Inc. and accrued and unpaid interest from now to the date of payment at the rate set out in the credit agreement dated as of December 6, 2023, as amended by a first amendment dated January 10, 2024 between Canadian Imperial Bank of Commerce, as lender, and Media One Creative Inc., as borrower, as may be amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time.

Dated March 9, 2026

Canadian Imperial Bank of Commerce, secured creditor
by its lawyers
Gowling WLG (Canada) LLP
per:



Katie Ross

BANKRUPTCY AND INSOLVENCY ACT

FORM 86 Notice of Intention to Enforce Security (Rule 124)

TO: Media One Creative USA Inc., an insolvent person

Take notice that:

11. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - All property of the insolvent person charged by the security described below.
12. The security that is to be enforced is in the form of:
 - Guarantee in an unlimited amount from Media One Creative USA Inc. in favour of Canadian Imperial Bank of Commerce dated December 8, 2023 guaranteeing the payment and performance of all indebtedness, obligations and liabilities of Media One Creative Inc. to Canadian Imperial Bank of Commerce; and
 - General Security Agreement from Media One Creative USA Inc. dated December 8, 2023 in favour of Canadian Imperial Bank of Commerce granting a security interest in all present and after-acquired personal property of Media One Creative USA Inc. and registered under the *Personal Property Security Act* (Ontario) on December 14, 2023 as reference file no. 501216831 (original registration number 20231214 1048 1219 9238).
13. The total amount of indebtedness secured by the security as at March 6, 2026 is **\$2,492,023.24**.
14. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.
15. The indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses, currency fluctuations and other amounts that have been incurred by Canadian Imperial Bank of Commerce for the account of Media One Creative Inc. and accrued and unpaid interest from now to the date of payment at the rate set out in the credit agreement dated as of December 6, 2023, as amended by a first amendment dated January 10, 2024 between Canadian Imperial Bank of Commerce, as lender, and Media One Creative Inc., as borrower, as may be amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time.

Dated March 9, 2026

Canadian Imperial Bank of Commerce, secured creditor
by its lawyers
Gowling WLG (Canada) LLP
per:



Katie Ross

BANKRUPTCY AND INSOLVENCY ACT

FORM 86 Notice of Intention to Enforce Security (Rule 124)

TO: 130 QQE Holdings 2020 Inc., an insolvent person

Take notice that:

16. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - All property of the insolvent person charged by the security described below.
17. The security that is to be enforced is in the form of:
 - Guarantee in an unlimited amount from 130 QQE Holdings 2020 Inc., in favour of Canadian Imperial Bank of Commerce dated December 8, 2023 guaranteeing the payment and performance of all indebtedness, obligations and liabilities of Media One Creative Inc. to Canadian Imperial Bank of Commerce; and
 - General Security Agreement from 130 QQE Holdings 2020 Inc. dated December 8, 2023 in favour of Canadian Imperial Bank of Commerce granting a security interest in all present and after-acquired personal property of 130 QQE Holdings 2020 Inc. and registered under the *Personal Property Security Act* (Ontario) on December 14, 2023 as reference file no. 501216705 (original registration number 20231214 1046 1219 9234).
18. The total amount of indebtedness secured by the security as at March 5, 2026 is **\$2,492,023.24**.
19. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.
20. The indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses, currency fluctuations and other amounts that have been incurred by Canadian Imperial Bank of Commerce for the account of Media One Creative Inc. and accrued and unpaid interest from now to the date of payment at the rate set out in the credit agreement dated as of December 6, 2023, as amended by a first amendment dated January 10, 2024 between Canadian Imperial Bank of Commerce, as lender, and Media One Creative Inc., as borrower, as may be amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time.

Dated March 9, 2026

Canadian Imperial Bank of Commerce, secured creditor
by its lawyers
Gowling WLG (Canada) LLP
per:



Katie Ross

BANKRUPTCY AND INSOLVENCY ACT

FORM 86 Notice of Intention to Enforce Security (Rule 124)

TO: Rider Enterprises Inc., an insolvent person

Take notice that:

21. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - All property of the insolvent person charged by the security described below.
22. The security that is to be enforced is in the form of:
 - Guarantee in an unlimited amount from Rider Enterprises Inc., in favour of Canadian Imperial Bank of Commerce dated December 8, 2023 guaranteeing the payment and performance of all indebtedness, obligations and liabilities of Media One Creative Inc. to Canadian Imperial Bank of Commerce; and
 - General Security Agreement from Rider Enterprises Inc. dated December 8, 2023 in favour of Canadian Imperial Bank of Commerce granting a security interest in all present and after-acquired personal property of Rider Enterprises Inc. and registered under the *Personal Property Security Act* (Ontario) on December 14, 2023 as reference file no. 501216813 (original registration number 20231214 1048 1219 9237).
23. The total amount of indebtedness secured by the security as at March 5, 2026 is **\$2,492,023.24**.
24. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.
25. The indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses, currency fluctuations and other amounts that have been incurred by Canadian Imperial Bank of Commerce for the account of Media One Creative Inc. and accrued and unpaid interest from now to the date of payment at the rate set out in the credit agreement dated as of December 6, 2023, as amended by a first amendment dated January 10, 2024 between Canadian Imperial Bank of Commerce, as lender, and Media One Creative Inc., as borrower, as may be amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time.

Dated March 9, 2026

Canadian Imperial Bank of Commerce, secured creditor
by its lawyers
Gowling WLG (Canada) LLP
per:



Katie Ross

This is **Exhibit “N”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

James Aston

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)

Oladosu, Emily

From: Ross, Katie
Sent: April 28, 2026 2:13 PM
To: Puneet Kohli
Cc: Glavota, Dom
Subject: RE: CIBC, Media One - Amending Agreement

Hi Puneet,
CIBC has let us know that you've been copied by Derek on some email correspondence.

Can you confirm whether you've been engaged?

Thank you,
Katie

Katie Ross
Associate
T +1 416 862 4697
M +1 647 617 9246
katie.ross@gowlingwlg.com



From: Puneet Kohli <puneet@sdsllawfirm.com>
Sent: April 23, 2026 3:49 PM
To: Ross, Katie <Katie.Ross@ca.gowlingwlg.com>
Cc: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Subject: RE: CIBC, Media One - Amending Agreement

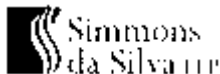
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Hi Katie

We are confirming our engagement and will advise if retained.

Best regards,

Puneet S. Kohli (Mr.)
Partner



Simmons da Silva LLP
Suite 200; 201 County Court Blvd
Brampton, Ontario, Canada L6W 4L2

Direct: 905-861-2819 Ext.259
Cell: 416-824-6217

Fax: 905-457-5641

E-mail: puneet@sdsllawfirm.com

www.sdsllawfirm.com

View my profile on 

<http://www.linkedin.com/pub/puneet-kohli/b/361/b34>

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From: Ross, Katie <Katie.Ross@gowlingwlg.com>

Sent: Thursday, April 23, 2026 11:04 AM

To: Puneet Kohli <puneet@sdsllawfirm.com>

Cc: Glavota, Dom <Dom.Glavota@gowlingwlg.com>

Subject: CIBC, Media One - Amending Agreement

External Email: Use caution with links and attachments

Hi Puneet,

We are reaching out as CIBC's representatives respecting the draft Amending Agreement recently sent to your client, Media One Creative Inc. (attached here for your reference).

We were expecting to receive comments on the draft and are checking in on the status of your review. If comments are not received by the end of the weekend, we will need to seek instructions from the Bank on next steps.

Thank you,
Katie

Katie Ross

Associate

T +1 416 862 4697

M +1 647 617 9246

katie.ross@gowlingwlg.com



GOWLING WLG

Gowling WLG (Canada) LLP
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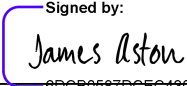
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This is **Exhibit “O”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



Commissioner for Taking Affidavits
James Aston (LSO: 82118H)

On Apr 28, 2026, at 2:24 PM, Lopes Monteiro, Patricia <patricia.lopesmonteiro@cibc.com> wrote:

Hi Derek,

We can extend the deadline to next Monday, May 4, 2026, to receive your comments.

Regards,

Patricia Lopes Monteiro, CFA, FRM | Senior Manager | Special Loans | Credit Risk Management | CIBC
81 Bay Street, Toronto, ON M5J 0E7 | Tel: 416-643-3180 | patricia.lopesmonteiro@cibc.com

<image001.png>

Our purpose: To help make your ambition a reality

This message, including attachments, is confidential and may be privileged. If you received this in error, please notify me by reply email and delete this message.

From: Derek Rider <derek@mediaonecreative.ca>

Sent: Tuesday, April 28, 2026 10:07 AM

To: Lopes Monteiro, Patricia <Patricia.LopesMonteiro@cibc.com>

Cc: Sharon Rider <sharon@mediaonecreative.ca>; Glavota, Dom <dom.glavota@gowlingwlg.com>; Puneet Kohli <puneet@sdsllawfirm.com>; Nick@sgecapital.ca

Subject: Re: Next steps

Patricia,

Thank you for the note.

As flagged, my wife's independent counsel has not committed to providing comments by Thursday. Given the nature of the security being requested, it is appropriate that she receive sufficient time to obtain proper legal advice before any position is finalized.

We are actively working through the draft with counsel and will revert with a marked-up version as soon as that process is complete. I would suggest aligning on a revised timeline that reflects this reality so we can move forward constructively.

Thank you.

Derek Rider
CEO & Founder
Media One Creative Inc. & Media One Group
C: 647-444-0327
E: derek@mediaonecreative.ca
www.mediaonegroup.com

Sent from Gmail Mobile from my mobile device. Apologies for typos.

On Tue, Apr 28, 2026 at 9:24 AM Lopes Monteiro, Patricia <Patricia.LopesMonteiro@cibc.com> wrote:
Hi Derek,

Thank you for the update. We note that your legal counsel and your wife's independent counsel are currently reviewing the draft Amending Agreement, and that you have also explored refinancing options with RBC.

As you are aware, CIBC provided you with the draft Amending Agreement on April 13, 2026. To date, we have not received a marked-up draft from you or your counsel, and the account continues to remain in default.

Please be advised that if we do not receive your marked-up draft of the Amending Agreement by end of day Thursday, April 30, 2026, CIBC will proceed with next steps.

We trust you will treat this matter with the urgency it requires and respond accordingly.

Regards,

Patricia Lopes Monteiro, CFA, FRM | Senior Manager | Special Loans | Credit Risk Management | CIBC
81 Bay Street, Toronto, ON M5J 0E7 | Tel: 416-643-3180 | patricia.lopesmonteiro@cibc.com

<image001.png>

Our purpose: To help make your ambition a reality

This message, including attachments, is confidential and may be privileged. If you received this in error, please notify me by reply email and delete this message.

From: Derek Rider <derek@mediaonecreative.ca>

Sent: Friday, April 24, 2026 11:36 AM

To: Lopes Monteiro, Patricia <Patricia.LopesMonteiro@cibc.com>

Cc: Sharon Rider <sharon@mediaonecreative.ca>; Glavota, Dom <dom.glavota@gowlingwlg.com>; Puneet Kohli <puneet@sdsllawfirm.com>; Nick@sgcapital.ca

Subject: Re: Next steps

Hi Patricia,

My lawyers are still reviewing the document. And, as the document expressed, I have provided it to my wife to review with her independent counsel

I met with VP of RBC today in the Media & Entertainment division to see if they will refinance.

Thank you

D

Derek Rider
CEO & Founder
Media One Creative Inc. & Media One Group
C: 647-444-0327
E: derek@mediaonecreative.ca
www.mediaonegroup.com

Sent from Gmail Mobile from my mobile device. Apologies for typos.

On Fri, Apr 17, 2026 at 3:17 PM Lopes Monteiro, Patricia <Patricia.LopesMonteiro@cibc.com> wrote:

Removing Benjamin from the email and copying our counsel

Hi Derek,

Thanks for the update. When can we expect an update on your repayment plan and a mark-up of the amendment agreement?

Regards,

Patricia Lopes Monteiro, CFA, FRM | Senior Manager | Special Loans | Credit Risk Management | CIBC
81 Bay Street, Toronto, ON M5J 0E7 | Tel: 416-643-3180 | patricia.lopesmonteiro@cibc.com

<image001.png>

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From: Derek Rider <derek@mediaonecreative.ca>

Sent: Friday, April 17, 2026 3:02 PM

To: Lopes Monteiro, Patricia <Patricia.LopesMonteiro@cibc.com>; Puneet Kohli <puneet@sdslawfirm.com>;
Nick@sgcapital.ca

Cc: Walker, Benjamin <Benjamin.Walker@cibc.com>; Sharon Rider <sharon@mediaonecreative.ca>

Subject: Next steps

Hi Patricia,

I acknowledge receipt of your letter.

I am reviewing with my professional advisors. I am also considering engaging Nicholas Karamitsos of SGE Capital, based on recommendation from Benjamin Walker (CC'd).

Once I've explored all options with my professional advisors I will circle back with you.

Sincerely,

Derek

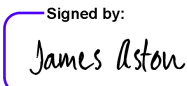
--

Derek Rider, B.Journ. | CEO & Founder | Media One Group

O - (647) 725-9709 x.701 | M - (647) 444-0327
130 Queens Quay E, Suite 1004 West Tower, Toronto, ON, M5A 0P6
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mediaonecreative.ca | mediaonegroup.com



This is **Exhibit “P”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:


Commissioner for Taking Affidavits
James Aston (LSO: 82118H)

From: Baigel Corp
Sent: 30 April 2026 16:37
To: 'Derek Rider' <derek@mediaonecreative.ca>
Cc: 'Lopes Monteiro, Patricia' <Patricia.LopesMonteiro@cibc.com>; Noah Litwack <Litwack@baigel.ca>; 'Sharon Rider' <sharon@mediaonecreative.ca>; 'Glavota, Dom' <dom.glavota@gowlingwlg.com>; 'Puneet Kohli' <puneet@sdsllawfirm.com>
Subject: RE: Next steps re Media One Creative Inc. et al

Good afternoon all

As an update, Derek Rider has started to populate a virtual drive with documentation. We are awaiting permission to access it and will begin reviewing, and sharing what we can, once we gain access.

Kind regards



Michael N. W. Baigel, FCA (UK), FIPA, CIRP, LIT
President | Licensed Insolvency Trustee

Email : baigel@baigel.ca

Office: +1 (416) 224-4350

Fax: +1 (416) 224-4351

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From: Baigel Corp

Sent: 29 April 2026 16:56

To: 'Derek Rider' <derek@mediaonecreative.ca>

Cc: Lopes Monteiro, Patricia <Patricia.LopesMonteiro@cibc.com>; Noah Litwack <Litwack@baigel.ca>; Sharon Rider <sharon@mediaonecreative.ca>; Glavota, Dom <dom.glavota@gowlingwlg.com>; Puneet Kohli <puneet@sdsllawfirm.com>

Subject: RE: Next steps re Media One Creative Inc. et al

Thanks Derek

That will be a great start and we shall speak tomorrow.

Michael



Michael N. W. Baigel, FCA (UK), FIPA, CIRP, LIT

President | Licensed Insolvency Trustee

Email : baigel@baigel.ca

Office: +1 (416) 224-4350

Fax: +1 (416) 224-4351

200 Consumers Road, Suite 705, Toronto, Ontario, Canada M2J 4R4

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From: Derek Rider <derek@mediaonecreative.ca>

Sent: 29 April 2026 16:39

To: Baigel Corp <baigel@baigel.ca>

Cc: Lopes Monteiro, Patricia <Patricia.LopesMonteiro@cibc.com>; Noah Litwack <Litwack@baigel.ca>; Sharon Rider <sharon@mediaonecreative.ca>; Glavota, Dom <dom.glavota@gowlingwlg.com>; Puneet Kohli <puneet@sdsllawfirm.com>

Subject: Re: Next steps re Media One Creative Inc. et al

Hi Michael,

This is the list of documentation Patricia requested and I will share the information we have to the same tomorrow, Michael:

1. Financial Reporting

- Fiscal 2025 Financial Statements for:
 - Media One Creative Inc.
 - Media One Group Holdings Inc.
 - 130 QQE Holdings 2020 Inc.
 - Rider Enterprises Inc.
 - Media One Creative USA Inc.
- Interim financial statements for Q1 and Q2 Fiscal 2026 for Media One Creative Inc.
- Fiscal 2026 Financial Projections, including:
 - Balance Sheet
 - Income Statement
 - Cash Flow Statement
 - Commentary required on key assumptions. Please ensure the file is dynamic (no hardcoded figures).
- Updated personal net worth statement for principal(s).
- 13-week cash flow statement.

2. Refinancing Initiatives

- Details of all financial institutions (banks, credit unions, etc.) you have engaged with or plan to engage for refinancing.
- Status and outcome of discussions, including any received term sheets or offers.

3. Equity Injections

- Details of individuals and investment firms approached for equity investment:
 - Proposed injection amounts, timing, and status of meetings.
- Confirmation of ability to inject additional funding and total amount injected since 2025.
- Use of \$400K raised from friends and family (as discussed).
- Details of funding received from FTGR:
 - Amount, terms, and utilization of capital.
- Detailed breakdown on how the recent capitals were allocated (i.e. working capital, capex and etc)

4. Turnaround Plan

- Detailed plan to restore profitability, including key milestones and measures.
- Confirmation of external advisors or consultants supporting the turnaround.

5. Other Information

- Copies of executed LATAM and other major contracts.
- Latest accounts receivable listing.
- Name and contact information of legal counsel.
 - Ownership chart/structure for:
 - Media One Creative Inc.

- o Media One Group Holdings Inc.
- o 130 QQE Holdings 2020 Inc.
- o Rider Enterprises Inc.
- o Media One Creative USA Inc.

Thank you,
D

--

Derek Rider, B.Journ. | CEO & Founder | Media One Group

O - (647) 725-9709 x.701 | M - (647) 444-0327
130 Queens Quay E, Suite 1004 West Tower, Toronto, ON, M5A 0P6
Winner of 30 Under 30 Marketing in Canada
mediaonecreative.ca | mediaonegroup.com



On Wed, Apr 29, 2026 at 3:24 PM Baigel Corp <baigel@baigel.ca> wrote:

Good afternoon All

I provide an update that Ms. Lopes Monteiro and I have spoken this afternoon. CIBC has been advised that Baigel Corp. has now been retained as a financial advisor to assist Media One Creative Inc. and its associated companies ("Media One") with evaluation of its financial position and possible restructuring and refinancing options, as deemed necessary. Whilst the retainer for Baigel Corp.'s services has not yet been received, I undertook to communicate with Ms. Lopes Monteiro to the extent that Mr. Rider and management of Media One permit, nonetheless it was communicated that Baigel Corp. will assume no decision-making responsibilities for Media One nor will Baigel have any management capacity for Media One. Baigel Corp. shall not be, nor deemed to be, an agent of Media One and therefore shall not have the authority to bind Media One in any manner.

It is understood that CIBC has requested financial information and that it has not yet been forthcoming. It is very likely that Baigel Corp. will require the same information to complete our analysis. Mr. Rider, please can you provide the list of information requested by CIBC and communicate with me regarding the availability of some or all of the documentation and information?

We also understand that an amending agreement has been provided by CIBC based upon some discussions and that CIBC is awaiting a response, primarily because Mrs. Rider is seeking independent legal counsel. Whilst Baigel Corp. hopes to complete its analysis in a very short time period, it may be helpful for the situation that a response to the amending agreement is proposed upon the engagement of independent legal counsel.

We look forward to communicating again shortly.

Regards



Michael N. W. Baigel, FCA (UK), FIPA, CIRP, LIT

President | Licensed Insolvency Trustee

Email : baigel@baigel.ca

Office: +1 (416) 224-4350

Fax: +1 (416) 224-4351

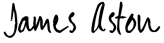
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This is **Exhibit “Q”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)

From: Baigel Corp <baigel@baigel.ca>

Sent: May 1, 2026 3:49 PM

To: Derek Rider <derek@mediaonecreative.ca>

Cc: Lopes Monteiro, Patricia <Patricia.LopesMonteiro@cibc.com>; Noah Litwack <Litwack@baigel.ca>; Sharon Rider <sharon@mediaonecreative.ca>; Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>; Puneet Kohli <puneet@sdsllawfirm.com>

Subject: RE: Next steps re Media One Creative Inc. et al

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Good afternoon All

We have briefly reviewed the first batch of data populated in the shared Drive, which primarily consisted of contracts, letters of intent, credit insurance policy and an October 2022 appraisal of real property. We have corresponded with Mr. Rider asking that focus be shifted to providing financial statements and management information, and understand that the Drive will be populated with such material over the weekend. Mr. Rider also advised that his wife will be meeting with her lawyer today.

In the meantime, it may be of interest to CIBC to see the attached documentation regarding engagements of Media One Creative Inc. There are other such documents, but they appear to be unsigned. The LATAM contract whilst not finalized, would seem to be a significant potential contract and is therefore included in the original Spanish version, together with the English version.

Kind regards



Michael N. W. Baigel, FCA (UK), FIPA, CIRP, LIT

President | Licensed Insolvency Trustee

Email : baigel@baigel.ca

Office: +1 (416) 224-4350

Fax: +1 (416) 224-4351

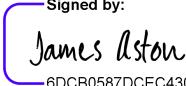
200 Consumers Road, Suite 705, Toronto, Ontario, Canada M2J 4R4

www.smallbusinessinsolvency.ca



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This is **Exhibit “R”** to the **Affidavit of Patricia Lopes Monteiro** affirmed remotely from the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario this 21st day of May, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

6DCB0587DCEC430...

Commissioner for Taking Affidavits
James Aston (LSO: 82118H)

Court File No. CL-26-00000229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

MEDIA ONE CREATIVE INC., MEDIA ONE GROUP HOLDINGS INC., MEDIA ONE
CREATIVE USA INC., 130 QQE HOLDINGS 2020 INC. and RIDER ENTERPRISES
INC.

Respondents

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

CONSENT TO ACT

BDO Canada Limited hereby agrees to act as Receiver and manager over all the
assets, undertakings and property of Media One Creative Inc., Media One Group
Holdings Inc., Media One Creative Usa Inc., 130 QQE Holdings 2020 Inc. and Rider
Enterprises Inc., in accordance with an order substantially in the form of the receivership
order sought and included in the Application Record of the Applicant.

DATED AT Toronto, this 20th day of May, 2026.

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BDC CANADA LIMITED

Per: 

Name: Josie Parisi
Title: Partner, Business
Restructuring & Turnaround Services

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

-and- MEDIA ONE CREATIVE INC. et al.
Respondent

Court File No. CL-26-00000229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

CONSENT TO ACT

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

C. Haddon Murray (61640P)
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Tel: 416-862-3604

Tel: 416-862-7525

Lawyers for the Applicant

B E T W E E N

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

-and-

MEDIA ONE CREATIVE INC. et al.
Respondents
Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

AFFIDAVIT OF PATRICIA LOPES MONTEIRO

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Haddon Murray (61640P)
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Tel: 416-862-7525

Lawyers for the applicant, CIBC

TAB 3

Court File No. CL-26-00000229-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 3 RD
	)	
JUSTICE STEELE	)	DAY OF JUNE, 2026

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE	Applicant
and	
MEDIA ONE CREATIVE INC., MEDIA ONE GROUP HOLDINGS INC., MEDIA ONE CREATIVE USA INC., 130 QQE HOLDINGS 2020 INC. and RIDER ENTERPRISES INC.	Respondents

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

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Canadian Imperial Bank of Commerce ("**CIBC**"), 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 BDO Canada Limited as receiver and manager (in such capacities, the "**Receiver**") without security, over the assets, undertakings and properties of the respondents, Media One Creative Inc. ("**Media One Creative**" or the "**Borrower**"), Media One Group Holdings Inc. ("**Media**

- 2 -

One Holdings”), Media One Creative Usa Inc. (“**Media One USA**”), 130 QQE Holdings 2020 Inc. (“**130**”), and Rider Enterprises Inc. (“**Rider Enterprises**” and together with Media One Creative, Media One Holdings, Media One USA, and 130, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Patricia Lopes Monteiro affirmed May 21, 2026 and the Exhibits thereto, and on hearing the submissions of counsel for CIBC and all other parties listed on the counsel slip, no one else appearing although duly served as appears from the certificate of service of Haddon Murray dated [DATE], 2026, and on reading the consent of BDO Canada Limited (“**BDO**”) to act as the Receiver, filed,

SERVICE

1. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of Application and the Application is 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, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors, acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

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

- 3 -

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, advisors, 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, and in this regard the Receiver is specifically authorized to retain counsel for the Applicant to advise and represent it save and except on matters upon which the Receiver in its judgement determines that it requires independent advice, in which case the Receiver shall retain independent counsel;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

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- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$200,000; and

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- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

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- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (r) to cause the Debtors to cease to perform any contracts to which the Debtors is a party ("**Debtors Contracts**") and to disclaim Debtors Contracts, subject to further Order of this Court; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of 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 any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies

thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any

employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a

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charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the

Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List Forms and Model Orders website at <https://www.ontariocourts.ca/scj/commercial-list-forms-and-model-orders/>) 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 [XXXX].

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices

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or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the

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

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited ("**BDO**"), the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Media One Creative Inc. ("**Media One Creative**" or the "**Borrower**"), Media One Group Holdings Inc. ("**Media One Holdings**"), Media One Creative Usa Inc. ("**Media One USA**"), 130 QQE Holdings 2020 Inc. ("**130**"), and Rider Enterprises Inc. ("**Rider Enterprises**" and together with Media One Creative, Media One Holdings, Media One USA, and 130, the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (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__.

**BDO CANADA LIMITED, solely in its
capacity as Receiver of the Property, and
not in its personal capacity**

Per: _____

Name: _____

Title: _____

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

-and- MEDIA ONE CREATIVE INC., et al.
Respondents

Court File No. CL-26-00000229-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Revised: January 21, 2014
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

~~Court File No. —~~

Court File No. CL-26-00000229-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE —) ~~WEEKDAY~~WEDNESDAY, THE # 3RD
)
JUSTICE —STEELE) DAY OF ~~MONTH~~JUNE, ~~20YR~~2026

~~PLAINTIFF~~[†]

B E T W E E N:
~~Plaintiff~~

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

~~—and—~~

~~DEFENDANT~~

MEDIA ONE CREATIVE INC., MEDIA ONE GROUP HOLDINGS INC., MEDIA ONE
CREATIVE USA INC., 130 QQE HOLDINGS 2020 INC. and RIDER ENTERPRISES
INC.
~~Defendant~~

Respondents

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

[†]~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

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ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION made by the Plaintiff~~² APPLICATION made by Canadian Imperial Bank of Commerce ("CIBC"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~ BDO Canada Limited as receiver ~~[and manager]~~ (in such capacities, the "**Receiver**") without security, ~~of all of~~ over the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "Debtor")~~ the respondents, Media One Creative Inc. ("Media One Creative" or the "Borrower"), Media One Group Holdings Inc. ("Media One Holdings"), Media One Creative Usa Inc. ("Media One USA"), 130 QQE Holdings 2020 Inc. ("130"), and Rider Enterprises Inc. ("Rider Enterprises" and together with Media One Creative, Media One Holdings, Media One USA, and 130, the "Debtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME] sworn [DATE]~~ Patricia Lopes Monteiro affirmed May 21, 2026 and the Exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES], no one~~ CIBC and all other parties listed on the counsel slip, no one else appearing ~~for [NAME]~~ although duly served as appears from the ~~affidavit~~ certificate of service of ~~[NAME] sworn~~ Haddon Murray dated [DATE], 2026, and on reading the consent of ~~[RECEIVER'S NAME]~~ BDO Canada Limited ("BDO") to act as the Receiver, filed,

SERVICE

1. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of ~~Motion~~ Application and the ~~Motion~~ Application is hereby abridged and validated³ so that

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

this ~~motion~~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, ~~[RECEIVER'S NAME]~~BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors, acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to

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carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;

- (d) to engage consultants, advisors, 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^{3,4}, and in this regard the Receiver is specifically authorized to retain counsel for the Applicant to advise and represent it save and except on matters upon which the Receiver in its judgement determines that it requires independent advice, in which case the Receiver shall retain independent counsel;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or

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hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~,50,000 provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~200,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for~~ section 31 of the Ontario

~~⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

Mortgages Act, as the case may be,⁵ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

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- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; ~~and~~
- (r) to cause the Debtors to cease to perform any contracts to which the Debtors is a party ("Debtors Contracts") and to disclaim Debtors Contracts, subject to further Order of this Court; and
- (s) ~~(+)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of its 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 any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away

copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the

Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE ~~Debtor~~Debtors OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor~~Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right,

contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be

in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

20. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the ~~Commercial List of the~~ Ontario Superior Court of Justice.

21. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ ~~_____~~ 150,000 (or such greater amount as this

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

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

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

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

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

SERVICE AND NOTICE

26. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List ~~website~~ at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/Forms> and [Model Orders website](#) at [at](#)

<https://www.ontariocourts.ca/scj/commercial-list-forms-and-model-orders/>) 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 ~~<@>~~ XXXX.

27. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~ Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~ Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~ Debtors.

30. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give

effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. ~~30.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

33. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME]~~ BDO Canada Limited ("BDO"), the receiver and manager (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Media One Creative Inc. ("Media One Creative" or the "Borrower"), Media One Group Holdings Inc. ("Media One Holdings"), Media One Creative Usa Inc. ("Media One USA"), 130 QQE Holdings 2020 Inc. ("130"), and Rider Enterprises Inc. ("Rider Enterprises" and together with Media One Creative, Media One Holdings, Media One USA, and 130, the "Debtors"), acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (~~Commercial List~~) (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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Insolvency Act, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ **BDO CANADA LIMITED**, solely in its capacity
- as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

~~3~~

<u>CANADIAN IMPERIAL BANK OF COMMERCE</u> <u>Applicant</u>	<u>-and-</u>	<u>MEDIA ONE CREATIVE INC., et al.</u> <u>Respondents</u>
<u>Court File No. CL-26-00000229-0000</u>		
	<u>ONTARIO</u> <u>SUPERIOR COURT OF JUSTICE</u> <u>COMMERCIAL LIST</u> <u>PROCEEDING COMMENCED AT</u> <u>TORONTO</u>	
	<u>ORDER</u>	
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B E T W E E N

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding Commenced at Toronto

APPLICATION RECORD

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