Court File No. CL-26-00000229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

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., and RIDER ENTERPRISES INC.

Respondents

MOTION RECORD
(Receiver's Discharge Motion)

October 23, 2026

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TO: **THE SERVICE LIST**

Court File No. CL-26-00000229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

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Respondents

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TAB 1

Court File No. CL-26-00000229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

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., and RIDER ENTERPRISES INC.

Respondents

NOTICE OF MOTION

BDO Canada Limited ("BDO"), in its capacity as the Court-appointed 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**"), and Rider Enterprises Inc. ("**Rider Enterprises**" and together with Media One Creative, Media One Holdings, Media One USA, and 130, the "**Debtors**"), will make a motion to the Court on November 2, 2026 at 11:00 a.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard by Zoom videoconference.

THE MOTION IS FOR:

1. An Order, substantially in the form attached as Tab 3:

a) if necessary, abridging the time for service of this motion, or, alternatively, dispensing with service;

b) approving the First Report of the Receiver dated October 23, 2026 (the "**First Report**") and the actions and activities of the Receiver described therein;

c) approving the Receiver's interim statement of receipts and disbursements as at October 23, 2026;

d) approving the fees and disbursements of the Receiver to and including September 23, 2026;

e) approving the Receiver's Fee Accrual (as defined in the Report);

f) authorizing the Receiver to return to the officers and directors of the Debtors all electronic books and records of the Companies preserved in the receivership; and

g) discharging BDO as the Receiver of the Debtor and releasing BDO from any and all liability from any claims which have been raised or which could have been raised in these proceedings against the Receiver.

2. Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. Pursuant to the Order of the Honourable Justice Steele dated June 3, 2026 (the "**Receivership Order**"), BDO was appointed as Receiver, without security, of all of the assets, undertakings and properties of the Debtors.

2. The Receivership Order was made upon the application of the Debtor's secured creditor, Canadian Imperial Bank of Commerce ("**CIBC**").

3. Since the effective date of its appointment, the Receiver attended to, among other things:

(i) established the Case Website and issued the Notice and Statement of Receiver for each of the Debtors pursuant to subsections 245(1) and 246(1) of the BIA;

(ii) terminated the three remaining employees effective as of the date of the Receivership Order, coordinated the delivery of ROEs, tax forms, and expedited the issuance of Wage Earner Protection Program Act ("**WEPPA**") letter packages to former employees and assisted former employees with filing their applications;

(iii) undertook efforts to collect and settle the Debtors' outstanding accounts receivable balances;

(iv) facilitated an evaluation of equipment values with an independent appraiser;

(v) secured the Debtors' servers and documents;

(vi) communicated with the CRA;

(vii) communicated with BDO M&A and CIBC and its counsel regarding the sale process and realization strategies;

(viii) communicated with a prospective purchaser including negotiating a non-disclosure agreement and establishing a data room for due diligence;

(ix) communicated with parties to litigation bearing Court File No. CV-25-00757653-0000, which includes Media One Creative Inc. as a defendant;

(x) arranged to borrow $50,000 from CIBC pursuant to paragraph 24 of the Receivership Order to fund the costs of the receivership proceedings; and

(xi) prepared the First Report.

4. The Debtors carried on business as a creative agency and production group that developed and produced media content (the "**Business**"). At the time of the receivership, the Debtors' operating business and customer list had deteriorated significantly to a single remaining customer with little to no enterprise value.

5. The Receiver determined that there is little to no realizable value available from the assets of the estate to satisfy the claims of CIBC or other secured creditors.

6. The Receiver secured and preserved servers and electronic documents relating to the Business while it assessed a potential sale process.

7. In consultation with Management and BDO M&A, the Receiver conducted a targeted assessment of potential strategic purchasers and determined that a formal sale and investment solicitation process or a piecemeal asset realization strategy would not be economically justified.

8. The Receiver has assessed CRA and employee claims. CRA has an unsecured claim of approximately $114,000. The Receiver has assisted employees with their WEPPA claims and approximately $4,685 of the unpaid wages claims may constitute priority claims pursuant to section 81.4 of the BIA.

9. The fees of the Receiver and its counsel are fair and reasonable.

10. The fees and disbursements of the Receiver for the period from June 2, 2026 to September 18, 2026 encompass 98.7 hours at an average hourly rate of approximately $463.73 for a total of $45,770.50 prior to disbursements of $1,825.90 and applicable taxes.

11. The Receiver's remaining activities (the "**Remaining Activities**") include the following:

(i) preparing for and attending the motion;

(ii) completing the filing of HST tax returns;

(iii) coordinating return and/or retention of the Debtors' documents;

(iv) preparing and filing the Receiver's final report as required under subsection 246(3) of the BIA;

(v) paying the remaining fees;

(vi) closing the Receiver's trust account; and

(vii) any incidental tasks that may be required in connection with concluding the receivership proceedings, including without limitation, the filing of the Discharge Certificate (as defined below), upon completion of the above matters.

12. The Receiver intends to seek further advances from CIBC in the amount of $20,000 (the "**Fee Accrual**") to fund the Remaining Activities.

13. CIBC has agreed to pay the fees and disbursements of the Receiver incurred to date, including the Receiver's Fee Accrual.

14. After the payment of the Receiver's fees and disbursements, there will be no funds remaining in the receivership estate.

15. The Receiver intends to return to the officers and directors of the Debtors all electronic books and records of the Companies preserved in the receivership, including documents that may be responsive to litigation bearing Court File No. CV-25-00757653-0000, which includes Media One Creative Inc. as a defendant.

16. Rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.

17. Bankruptcy and Insolvency Act, RSC 1985, c. B-3, as amended.

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

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

(a) The First Report of the Receiver dated October 23, 2026 and the appendices thereto; and

(b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

October 23, 2026

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Lawyers for the Receiver, BDO Canada Limited

TO: **THE SERVICE LIST**

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

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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TAB 2

Court File No. CL-26-00000229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and –

MEDIA ONE CREATIVE INC., MEDIA ONE GROUP HOLDINGS INC., MEDIA ONE CREATIVE USA INC. and RIDER ENTERPRISES INC.

Respondents

FIRST REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER OF MEDIA ONE CREATIVE INC., MEDIA ONE GROUP HOLDINGS INC., MEDIA ONE CREATIVE USA INC. and RIDER ENTERPRISES INC.

October 23, 2026

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INTRODUCTION AND PURPOSE OF THE REPORT

INTRODUCTION

1. By Order of the Honourable Justice Steele of the Ontario Superior Court of Justice Commercial List (the **"Court"**) dated June 3, 2026 (the **"Receivership Order"**), BDO Canada Limited (**"BDO"**) was appointed as receiver and manager (in such capacities, the "**Receiver**") without security, over the assets, undertakings and properties of Media One Creative Inc. (**"Media One Creative"**), Media One Group Holdings Inc. (**"Media One Holdings"**), Media One Creative USA Inc. (**"Media One USA"**), and Rider Enterprises Inc. (**"Rider Enterprises"** and together with Media One Creative, Media One Holdings, and Media One USA, the **"Media One Creative Group"** or the **"Debtors"**). The Receivership Order was granted on the application of the Canadian Imperial Bank of Commerce (**"CIBC"** or the **"Bank"**) pursuant to section 101 of the Courts of Justice Act and section 243(1) of the Bankruptcy and Insolvency Act (the **"BIA"**). A copy of the Receivership Order is attached in **Appendix "A"**.

2. This first report of the Receiver (the **"First Report"**) and all other court materials and orders issued and filed in these receivership proceedings are available on the Receiver's case website (the **"Case Website"**) at: https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mediaonecreative

PURPOSE OF THE REPORT

3. The purpose of the First Report is to provide information to the Court with respect to:

   (a) background information in respect of the Debtors;

   (b) the Receiver's activities since the date of its appointment;

   (c) the limited sale process undertaken by the Receiver for the sale of some or substantially all of the business of the Debtors;

   (d) the Receiver's Interim Statement of Receipts and Disbursements (the **"Interim R&D"**) to date;

(e) the fees of the Receiver and the Receiver's future activities required in respect of administering these receivership proceedings; and

(f) the Receiver's motion for an order of this Court:

(i) approving the First Report and the activities of the Receiver as set out herein;

(ii) approving the Interim R&D;

(iii) approving the fees and disbursements including the Fee Accrual, as defined herein, of the Receiver as set out in this First Report and detailed in the supporting fee affidavit appended hereto;

(iv) that, upon the filing of the Receiver's Discharge Certificate, discharging BDO as Receiver of all of the assets, undertakings and properties of the Debtors; and

(v) that, upon the filing of the Receiver's Discharge Certificate, releasing BDO from any and all liability it now has or may have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or willful misconduct on the Receiver's part.

TERMS OF REFERENCE

4. The First Report has been prepared for the use of this Court and the Debtors' stakeholders as general information relating to the Debtors and to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for a purpose different than set out in this paragraph.

5. In preparing this First Report and making the comments herein, the Receiver has been provided with, and has relied upon, unaudited financial information, books and records prepared by the Company, discussions with the sole director and officer of the Debtors ("**Management**"), and information from

other third-party sources (collectively, the "**Information**"). Except as otherwise described in this First Report:

(a) The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and

(b) Some of the information referred to in this First Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Chartered Professional Accountants Canada Handbook, has not been performed.

6. Future-oriented financial information referred to in this First Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections even if the assumptions materialize, and the variances could be significant.

7. Capitalized terms used herein and not defined in this First Report shall have the meaning ascribed to them in the Receivership Order.

8. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

BACKGROUND

9. The Debtors carried on business as a creative agency and production group that developed and produced media content. Media One Creative was the main operating company whereas the other three affiliated entities were holding companies with no business activities. At the time of the receivership,

Media One Creative employed three individuals, all of whom were terminated upon the appointment of the Receiver. Rider Enterprises employed Derek Rider, who served as Chief Executive Officer of Media One Creative. Further background of the Debtors is set out in the affidavit affirmed by Patricia Lopes Monterio dated May 21, 2026 (the "**Monterio Affidavit**") attached herein, without exhibits, as **Appendix "B"**.

10. The Debtors had been in default of their obligations to CIBC under the credit agreements since at least September 2025. Although CIBC provided the Debtors with additional time to pursue refinancing opportunities, the Debtors were unable to secure alternative financing after approximately six months. As a result, CIBC issued a demand in March 2026 for repayment of approximately $2.5 million outstanding under its credit facilities. The Debtors failed to repay the indebtedness, ultimately leading to the commencement of these receivership proceedings and the appointment of the Receiver.

11. Based on the limited books and records available, the Receiver understands that in addition to the CIBC indebtedness, the Debtors owe approximately $1.1 million to Business Development Bank of Canada ("**BDC**"), and approximately $180,000 to trade creditors.

FINANCIAL POSITION

12. As detailed below, the Receiver is of the opinion that there is little to no realizable value available from the assets of the estate to satisfy the claims of CIBC or other secured and unsecured creditors.

Media One Creative

13. Media One Creative's trial balance as at June 3, 2026 presented the following assets:

Media One Creative Inc.		
As at June 3, 2026		
CAD $		
	Book Value	Estimated Realizable Value
ASSETS		
Intangible Assets	Unknown	Nominal
Accounts Receivable	3,036,772	Nominal
HST Receivable	35,351	Nil
Prepaid Expenses and Other	146,515	Nil
Property, Plant and Equipment	128,460	Nil
Due from Related Party	268,007	Nil
Investment in Related Parties	2	Nil
Other	Unknown	Nominal
Total assets	**3,615,106**	**-**

(a) **Intangible Assets**: Based on discussions with BDO's mergers and acquisitions ("**BDO M&A**") team, which has extensive experience marketing and selling businesses in the media and marketing sector, the Receiver understands that there is nominal realizable value associated with Media One Creative's customer relationships and brand. The company operated in a highly competitive industry in which customers commonly engaged multiple creative agencies and could readily transition to alternative providers. In addition, the value of the business was heavily dependent on its creative personnel, all of whom ceased employment following the commencement of the receivership proceedings, and its client base, which had materially declined, as reflected by revenues decreasing from approximately $5.8 million for the fiscal year ended July 31, 2024, to approximately $651,000 for the fiscal year ended July 31, 2025, and approximately $110,000 generated from a single remaining customer from January 1, 2026 to the date of the receivership. Although businesses in the media and marketing sector may be valued using EBITDA-based multiples, typically ranging from 4x to 6x EBITDA, Media One Creative generated negative EBITDA and was unprofitable due to declining revenues. Accordingly, the Receiver understands that the business had little to no enterprise value. This assessment is further supported by the results of the limited

sale process described below, which did not result in a transaction as the prospective purchaser declined to proceed.

(b) **Accounts Receivable**: Based on the available books and records, the Receiver understands that approximately $2.5 million of the reported accounts receivable relate to advance billings for prospective customer projects. As the underlying work had neither been approved by the prospective customers nor commenced, the Receiver does not consider these amounts to represent valid or collectible accounts receivable. The remaining approximately $500,000 is due from Udemy, Inc. ("**Udemy**"), which counsel to the Receiver has reviewed and advised is not likely to be recoverable on the basis that the invoice does not relate to work completed, does not include the details required for an invoice under the Master Services Agreement, and does not align with the Statement of Work that was in effect at the time of either the work completed or the date the invoice was generated.

(c) **HST Receivable**: Based on discussions with Management and the available books and records, the Receiver understands that the Canada Revenue Agency (the "**CRA**") has assessed a penalty of approximately $175,000 against Media One Creative relating to certain tax credit claims, and is setting this off against the HST refunds of $35,351 otherwise owing to Media One Creative.

(d) **Prepaid Expenses and Other**: Based on the available books and records, prepaid expenses relate to subscription fees for software that have no realizable value.

(e) **Property, Plant and Equipment**: An independent appraiser estimated the equipment's liquidation value at approximately $2,000, which is insufficient to generate any meaningful recovery for the estate after realization costs.

(f) **Due from Related Party**: Approximately $254,000 is owing from 130 QQE Holdings 2020 Inc. ("**130 QQE**"), a related real estate holding company. As CIBC's security ranks behind that of BDC, which is expected to suffer a material shortfall, the Receiver does not anticipate

any recovery from this receivable. The Receiver further understands that 130 QQE is not subject to receivership proceedings. The remaining amount is due from Media One USA, a related company that is also in receivership and has no operations or assets available for realization.

(g) **Investment in Related Parties**: Based on the available books and records, the Receiver understands that Media One Creative holds investments in Media One USA and M1 Film 1 Inc. Media One USA is also in receivership, and both entities are holding companies with no operations or realizable assets.

(h) **Other**: Media One Creative has accumulated losses of at least $5.9 million. While there may be an opportunity to monetize tax losses, the Receiver believes that the costs associated with doing so would likely exceed any value that could be realized. Accordingly, no realizable value has been attributed to these tax losses.

Media One Holdings, Media One USA, Rider Enterprises

14. Based on the limited books and records available, the Receiver understands that the affiliated entities are holding companies with no active operations or material assets. Rider Enterprises received fees from Media One Creative in respect of services provided by Derek Rider as Chief Executive Officer and is party to a vehicle lease agreement. Based on its review, the Receiver does not expect any net realization from the leased vehicle.

ACTIVITIES OF THE RECEIVER

15. Since the issuance of the Receivership Order, the Receiver has, among other things:

(a) established the Case Website and issued the Notice and Statement of Receiver for each of the Debtors pursuant to subsections 245(1) and 246(1) of the BIA;

(b) retained CIBC's counsel, Gowling WLG (Canada) LLP, to act as the Receiver's counsel where no conflict exists;

(c) terminated the three remaining employees effective as of the date of the Receivership Order;

(d) negotiated the retention of two former employees on a contractual basis to assist with receivership administration;

(e) coordinated with the Debtors' external accountants to obtain the books and records of the Debtors and to facilitate preparation of Records of Employment ("**ROE**") and tax forms;

(f) coordinated the delivery of ROEs, tax forms, and expedited the issuance of Wage Earner Protection Program Act ("**WEPPA**") letter packages to former employees and assisted former employees with filing their applications;

(g) arranged for the Debtors' bank accounts to be immediately frozen and that only deposits were accepted;

(h) notified the existing insurer of the receivership and arranged for coverage to continue;

(i) held discussions with Derek Rider and his counsel regarding the receivership proceedings;

(j) undertook efforts to collect and settle the Debtors' outstanding accounts receivable balances;

(k) facilitated an evaluation of equipment values with an independent appraiser;

(l) secured the Debtors' servers and documents;

(m) communicated with the CRA;

(n) communicated with BDO M&A and CIBC and its counsel regarding the sale process and realization strategies;

(o) communicated with a prospective purchaser including negotiating a non-disclosure agreement and establishing a data room for due diligence;

(p) reviewed and responded to inquiries from stakeholders;

(q) communicated with parties to litigation bearing Court File No. CV-25-00757653-0000, which includes Media One Creative Inc. as a defendant;

(r) arranged to borrow $50,000 from CIBC pursuant to paragraph 24 of the Receivership Order to fund the costs of the receivership proceedings;

(s) provided regular updates on the receivership proceedings to CIBC; and

(t) prepared this First Report.

LIMITED SALE PROCESS

16. In consultation with Management and BDO M&A, the Receiver conducted a targeted assessment of potential strategic purchasers and identified seven parties operating in the same market with capabilities similar to those of the Media One Creative Group. Based on discussions with BDO M&A regarding prevailing market conditions, the nature of the Debtors' business, and the Receiver's assessment of the assets available for realization, the Receiver concluded that such parties were unlikely to have a meaningful interest in pursuing an acquisition.

17. The Receiver further determined that a formal sale and investment solicitation process or a piecemeal asset realization strategy would not be economically justified. As discussed earlier, the Receiver's review of the Debtors' assets indicated that there was little to no realizable value available for creditors. In the Receiver's view, the anticipated costs associated with conducting a broader sale process, including professional fees, administrative expenses, and management time, would likely exceed any potential realizations.

18. Notwithstanding the foregoing, one (1) of the seven (7) identified parties independently approached the Receiver and expressed interest in acquiring some or substantially all of the assets of the Media One Creative Group. The Receiver consulted with CIBC and, with CIBC's approval, facilitated a limited due diligence process for the interested party. Following completion of its review, the interested party elected not to pursue a transaction.

19. A second identified party submitted an offer to acquire certain assets of the Media One Creative Group. However, the Receiver determined that the proposed consideration was insufficient to offset the professional fees, administrative costs, transition requirements and other expenses that would have been incurred to complete the transaction and, accordingly, the offer was not pursued.

20. Based on the outcome of this diligence process and the Receiver's assessment of the Debtors' assets and market interest, the Receiver concluded that a broader sale process would not be expected to generate any material recovery for the benefit of the estate and would likely result in costs exceeding any potential realizations. Accordingly, the Receiver did not pursue a more extensive sale process and is proceeding with the finalization of the receivership administration and seeking its discharge.

PRIORITY CLAIMS

21. Based on its review of the Debtors' books and records and discussions with the CRA, the Receiver understands that there are no outstanding source deduction remittances that would give rise to a deemed trust claim. As discussed previously, the CRA assessed a penalty against Media One Creative in respect of its corporate income tax filing for the taxation year ended July 31, 2024. After giving effect to available HST refunds and other credits, the Receiver understands that approximately $114,000 remained owing to the CRA as of September 14, 2026, which constitutes an unsecured claim against the estate.

22. The Receiver is also aware of employee claims totaling approximately $27,825 for unpaid wages owing to three former employees. The employees have been compensated by Service Canada through WEPPA, and Service Canada has become subrogated to the employees' rights and claims against the estate to the extent of such payments. Approximately $4,685 of the $27,825 unpaid wages claim may constitute a priority claim pursuant to section 81.4 of the BIA. However, there are no realizations from current assets against which any priority claim under section 81.4 of the BIA could attach and, accordingly, the existence of such claim does not affect the anticipated outcome of the Receivership, as no distributions are expected to be made to creditors.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

23. The receipts and disbursements of the Receiver up to and including October 23, 2026 are summarized in the Interim R&D attached herein as **Appendix "C"**. As at October 23, 2026, there is a surplus of receipts over disbursements of $48,776.97. As set out below, after the payment of the Receiver's fees and disbursements, there will be no funds remaining in the receivership estate.

FEES OF THE RECEIVER

24. The Receiver has maintained detailed records of professional time and costs incurred since the date of the Receivership Order.

25. The fees and disbursements of the Receiver for the period from June 2, 2026 to September 18, 2026 are detailed in the affidavit of Warren Leung sworn September 23, 2026 (the "**Leung Affidavit**"), a copy of which is attached hereto as **Appendix "D"**. The Receiver's fees for the period from June 2, 2026 to September 18, 2026 encompass 98.7 hours at an average hourly rate of approximately $463.73 for a total of $45,770.50 prior to disbursements of $1,825.90 and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve total fees and disbursements inclusive of applicable taxes in the amount of $53,783.93.

26. The detailed narratives contained in the invoice provide a fair and accurate description of the services provided and the amounts charged by the Receiver. Included with the invoice is a summary of the time charges of partners and staff, whose services are reflected in the invoices, including the total fees and hours billed.

27. The Receiver respectfully submits that the Receiver's fees and disbursements are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

28. Furthermore, the Receiver's remaining activities (the "**Remaining Activities**") include the following:

(a) preparing for and attending the motion;

(b) completing the filing of HST tax returns;

(c) coordinating return and/or retention of the Debtors' documents;

(d) preparing and filing the Receiver's final report as required under subsection 246(3) of the BIA;

(e) paying the remaining fees;

(f) closing the Receiver's trust account; and

(g) any incidental tasks that may be required in connection with concluding the receivership proceedings, including without limitation, the filing of the Discharge Certificate (as defined below), upon completion of the above matters.

29. The Receiver estimates that it will incur additional fees and disbursements of $20,000, to complete the receivership administration (the "**Fee Accrual**"). The Receiver will seek further advances from CIBC to fund the Fee Accrual and any unpaid fees and disbursements.

30. Upon completion of the Remaining Activities, the Receiver will file a certificate with the Court confirming same (the "**Discharge Certificate**"), whereupon the receivership proceedings will be terminated, and the discharge and release of the Receiver will become effective.

RECEIVER'S RECOMMENDATION

31. Based on the Receiver's review of the Debtors' assets, liabilities and affairs, the Receiver does not believe that any further realization efforts or investigations would generate a meaningful recovery for the estate. In the Receiver's view, any additional administration would likely result in costs exceeding the potential benefit to creditors. Accordingly, the Receiver recommends that the Court grant the proposed Order:

(a) approving the First Report and the activities of the Receiver as set out herein;

(b) approving the Interim R&D;

(c) approving the fees and disbursements, including the Fee Accrual, of the Receiver as set out in this First Report and detailed in the supporting fee affidavit appended hereto;

(d) that, upon the filing of the Receiver's Discharge Certificate, discharging BDO as Receiver of all of the assets, undertakings and properties of the Debtors; and

(e) that, upon the filing of the Receiver's Discharge Certificate, releasing BDO from any and all liability it now has or may have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or willful misconduct on the Receiver's part.

All of which is respectfully submitted this 23rd day of October 2026.

BDO CANADA LIMITED
In its capacity as Court-appointed Receiver of
Media One Creative Inc., Media One Group Holdings Inc.,
Media One Creative USA Inc., and Rider Enterprises Inc.
and not in its personal or corporate capacity
Per:



Name: Warren Leung, CPA, CIRP, LIT
Title: Senior Vice-President

APPENDIX A

Court File No. CL-26-00000229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 3RD
	)	
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**"), Media One Group Holdings Inc. ("**Media One Holdings**"),

Media One Creative Usa Inc. ("**Media One USA**"), and Rider Enterprises Inc. ("**Rider Enterprises**" and together with Media One Creative, Media One Holdings, and Media One USA, 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, the supplemental affidavit of Patricia Lopes Monteiro affirmed June 1, 2026 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 certificates of service of Haddon Murray dated May 21, 2026 and June 1, 2026, and the affidavits of service of Michael Black in respect of Media One Creative, Media One Holdings, Media One USA and Rider Enterprises, each sworn May 25, 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.

DISMISSAL

2. **THIS COURT ORDERS** that this application is hereby dismissed on a without costs, without prejudice basis as against 130 QQE Holdings 2020 Inc.

3. **THIS COURT ORDERS** that, pursuant to Rule 5.04(2), the name 130 QQE Holdings 2020 Inc. shall be deleted from the style of cause.

APPOINTMENT

4. **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 present and future 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

5. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Debtor and 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, including, without limitation, the Debtors' bank accounts related to the Property, wherever located;

(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, accessing and taking control of the Debtors' bank accounts 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 or in connection with he property, cease to carry on all or any part of the business, or disclaim, repudiate 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;

(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

(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;

(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

6. **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.

7. **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, information and cloud-based data of any kind related to the business or affairs of the Debtors or the Property, 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, cloud 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.

8. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud 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.

9. **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

10. **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

11. **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

12. **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

13. **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

14. **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

15. **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

16. **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

17. **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.

18. **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

19. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

20. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner*

Protection Program Act. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

21. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

23. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. **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 and the fees and expenses of the Receiver and its counsel. 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.

25. **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.

26. **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.

27. **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

28. **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: www.bdo.ca/MediaOne

29. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

30. **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.

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

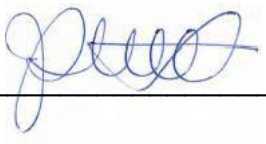
32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

33. **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.

34. **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 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.

35. **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.

36. **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**"), Media One Group Holdings Inc. ("**Media One Holdings**"), Media One Creative Usa Inc. ("**Media One USA**"), and Rider Enterprises Inc. ("**Rider Enterprises**" and together with Media One Creative, Media One Holdings, and Media One USA, 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

GOWLING WLG (CANADA) LLP
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Toronto ON M5X 1G5

C. Haddon Murray (61640P)
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Tel: 416-862-3604

Lawyers for the applicant

APPENDIX B

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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

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

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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

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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

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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.

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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

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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,

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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

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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.

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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.

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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:
James Aston
6DCB0587DCEC430...

Commissioner for Taking Affidavits
(or as may be)

James Aston (82118H)

Signed by:
Patricia Lopes Monteiro
3D6DFBB230A4413...

PATRICIA LOPES MONTEIRO

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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: 416-862-3604

Tel: 416-862-7525

Lawyers for the applicant, CIBC

APPENDIX C

APPENDIX "C"

IN THE MATTER OF THE RECEIVERSHIP OF
MEDIA ONE CREATIVE INC., MEDIA ONE GROUP HOLDINGS INC.,
MEDIA ONE CREATIVE USA INC. AND RIDER ENTERPRISES INC.

STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT OCTOBER 23, 2026

RECEIPTS:		
Receiver's Borrowings	$	50,000.00
Interest		143.49
Total Receipts	$	50,143.49
DISBURSEMENTS:		
Filings Fees		344.92
Contractors		1,004.60
Bank Charges		17.00
Total Disbursements	$	1,366.52
RECEIPTS OVER DISBURSEMENTS	$	48,776.97

APPENDIX D

Court File No. CV-26-00000229-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Media One Creative Inc., Media One Group Holdings Inc., Media One Creative USA Inc. and Rider Enterprises Inc.

AFFIDAVIT OF Warren Leung

I, Warren Leung, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am a Partner of BDO Canada Limited, and as such have personal knowledge of the matters referred to herein.

2. By Order of the Honourable Justice Steele, dated June 3, 2026 (the **"Order"**), BDO Canada Limited was appointed as receiver and manager (the **"Receiver"**) of Media One Creative Inc., Media One Group Holdings Inc., Media One Creative USA Inc. and Rider Enterprises Inc. (the **"Companies"**).

3. Pursuant to the Order, the Receiver has provided services and incurred disbursements which are more particularly described in the detailed accounts attached hereto and marked as **Exhibit "A"**

4. The time shown in the detailed accounts attached as **Exhibit "A"** are a fair and accurate description of the services provided and the amounts charged by the Receiver, which reflect the Receiver's time as billed at its standard billing rates.

5. The Receiver requests that the Court approve its account for the period from June 2, 2026 to September 18, 2026 in the amount of $53,783.93 inclusive of HST of $6,187.53 for the services set out in **Exhibit "A"**

6. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME at the City of London, in the Province of Ontario, this 23rd day of London, 2026.

M. Finnegan

Commissioner for Taking Affidavits, *etc*

Maxine Beverly Finnegan, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited and BDO Canada LLP.
Expires May 14, 2027

Warren Leung, CPA, CIRP, LIT

This is Exhibit "A" referred to in the affidavit of

Warren Leung

Sworn before me this 23rd day of September, 2026

M. Finnegan

A COMMISSIONER FOR TAKING AFFIDAVITS

Maxine Beverly Finnegan, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited and BDO Canada LLP.
Expires May 14, 2027

Summary of Receiver's Accounts for the period

June 2, 2026 to September 18, 2026

Invoice Date	Invoice Number	Hours Expended	Fees & Disbursements	HST	Invoice Total
Sept 22, 2026	CINV09222026	98.7	$47,596.40	$6,187.53	$53,783.93

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www.bdo.ca

BDO Canada Limited
20 Wellington Street E., Suite 500
Toronto ON M5E 1C5 Canada

INVOICE

Strictly Private & Confidential

Media One Creative Inc. et al
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

Date	***Invoice No.***
September 22, 2026	CINV09222026

Re: Media One Creative Inc. et al - Court Appointed Receivership

FOR PROFESSIONAL SERVICES RENDERED in the above noted matter for the period June 2, 2026 to September 18, 2026 as per the details below:

For Professional Services	$ 45,770.50
Disbursements: mileage, mail redirection, Google workspace	1,825.90
Subtotal	47,596.40
HST - 13.0% (#R101518124)	6,187.53
Total Due	**$ 53,783.93**

Summary of Time Charges:	Hours	Rate	Amount
J. Parisi, Partner	3.9	595.00	2,320.50
W. Leung, Partner	51	595.00	30,345.00
S. Solomon, Manager	9.5	400.00	3,800.00
P. Stamadianos, Sr. Analyst	22.9	275.00	6,297.50
J. Hue, Sr. Administrator	2.2	275.00	605.00
T. Montesano, Sr. Administrator	7.5	275.00	2,062.50
G. Arenas, Admin	1.7	200.00	340.00
TOTAL	**98.7**		**$ 45,770.50**

BDO Canada Limited is an affiliate of BDO Canada LLP. BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

Staff	Date	Comments	Hours
J. Parisi	2-Jun-26	Review correspondence from Gowlings WLG (Canada) LLP (**"Gowlings"**) regarding removal of 130QQE Holdings 2020 Inc. (**"130 QQE"**) from receivership. Review changes to court order.	0.4
W. Leung	3-Jun-26	Review application materials and consultant report; discussions with J. Parisi; call with Gowlings; correspondences with debtor.	1.5
J. Parisi	4-Jun-26	Call with Derek Rider and Danny Nunes. Update call with CIBC.	1.4
W. Leung	4-Jun-26	Review issued court order, arrange for website posting; prepare for and attend initial call with debtor; review payroll related documents; calls with three employees, issue termination letters; issue info request list to debtor.	3.5
P. Stamadianos	5-Jun-26	Site visit with W. Leung; Status update with J. Parisi; Review of Management documents for s245 notice.	3.0
J. Parisi	5-Jun-26	Update call with P. Stamadianos and W. Leung.	0.4
W. Leung	5-Jun-26	Review payroll documents and call with T. Montesano; prepare for and attend site visits at three locations; call with debtor re info request and others; update J. Parisi; review documents provided by debtor, consideration of issues.	5.0
W. Leung	8-Jun-26	Request debtor for further information; correspondence with HR provider re Records of Employment (**"ROE"**); correspondences with accountant and legal re request for information; instructions to P. Stamadianos; review application record; update call with D. Rider re info requests.	2.0
P. Stamadianos	8-Jun-26	Inquiry to Accountant re: Trial balance issues; Review of Company information; Call with former Management re: Amounts, document request; Preparation of term and task letters; Drive to Management's home to pick-up credit cards; Correspondence with Management re: next steps, outstanding items.	3.1
W. Leung	9-Jun-26	Correspondences with independent appraiser re site visit; correspondences with litigant and counsel re litigation; review financial info provided by external accountant; review term and task letters; instructions to P. Stamadianos. Re various receivership matters; review and finalize notices of the Receiver; call with HR re ROE.	2.4
P. Stamadianos	9-Jun-26	Finished preparation of s245 notices; Correspondence with W. Leung re: same; Correspondence with former employee re: Hard Drive pick-up; Collection of external hard drives; Correspondence with independent appraiser re: site visit.	2.1
J. Parisi	10-Jun-26	Review and edit s245 notices.	0.2
P. Stamadianos	10-Jun-26	Site visit to meet with independent appraiser to determine value of assets; Drafting list of notice to creditors; Correspondence with W. Leung re: independent appraiser's opinion on asset value.	1.7
W. Leung	10-Jun-26	Review and finalize notices of the Receiver; correspondences with Gowlings re various matters; update meeting with J. Parisi;	1.7

Staff	Date	Comments	Hours
		correspondences re retention of former employees; update call with Gowlings.	
T. Montesano	10-Jun-26	Draft and send bank letters to CIBC and RBC.	0.6
J. Parisi	11-Jun-26	Update discussion with W. Leung. Update call with CIBC.	0.1
P. Stamadianos	11-Jun-26	Finalization of listing of creditors, correspondence with W. Leung; Numerous correspondence with T. Montesano re: listing of creditors and mailing; Call with N. Patel re: Term and Task letter.	0.5
W. Leung	11-Jun-26	Update with J. Parisi; review Udemy contract; correspondences with Gowlings; instructions to contractor.	0.7
T. Montesano	11-Jun-26	Prepare and mail notice to creditors, upload notices to the OSB.	1.0
W. Leung	12-Jun-26	Team correspondences re website; correspondences with D. Rider re call; review insurance policies and instructions to T. Montesano; correspondence with employees re WEPP; review sales pipeline details.	1.5
P. Stamadianos	12-Jun-26	Call to Management (N. Patel) re: docusign term and task, Deltek; Correspondence with W. Leung re: same; Email to Management (K. Formela) re: Deltek login.	0.4
T. Montesano	12-Jun-26	Draft letter to insurance company.	0.4
W. Leung	15-Jun-26	Prepare for and attend call with D. Rider and counsel, team debrief; review purchase orders and understand current status; draft follow-up requests to D. Rider and counsel; correspondence with Forensics team re imaging.	2.8
J. Parisi	15-Jun-26	Call with Derek Rider and counsel.	0.5
W. Leung	16-Jun-26	Discussions with S. Solomon re data backup; correspondence with benefits provider; review budget and receiver certificate, correspondence with counsel; team update re Deltek Workbook.	1.5
P. Stamadianos	16-Jun-26	Drafting AR letter for outstanding amounts; Call with Management re Deltek; Numerous correspondence with W. Leung re: next steps.	0.9
S. Solomon	16-Jun-26	Discussion with W. Leung regarding collection, preservation, and searching of Google workspace.	0.5
J. Hue	16-Jun-26	Follow up with IT with the update/correction of the URL.	0.2
W. Leung	17-Jun-26	Review latest financials from external accountants; review backup cost estimates from S. Solomon; coordinate mail redirection; coordinate banking and vehicle lessor letters; update call with counsel; call with D. Rider and counsel, debrief with Gowlings.	2.0
P. Stamadianos	17-Jun-26	Preparation of vehicle lessor letter and fax; Retention of ROEs.	0.4
S. Solomon	17-Jun-26	Discussions with W. Leung regarding next steps.	0.1
T. Montesano	17-Jun-26	Send request to IT to upload documents to website.	0.3
J. Hue	17-Jun-26	Prepare the redirection of mail.	0.6

Staff	Date	Comments	Hours
G. Arenas	18-Jun-26	Set up and activated new bank account.	0.5
W. Leung	18-Jun-26	Update call with CIBC; team call to prep server backup; correspondences with D. Rider.	1.0
S. Solomon	18-Jun-26	Prepare for taking custody of Google Workspace.	0.4
T. Montesano	18-Jun-26	Draft and send bank letter to RBC.	0.5
W. Leung	19-Jun-26	Correspondence with team and counsel; correspondence with benefits provider; call with D. Rider re Google Drive transition.	0.6
P. Stamadianos	19-Jun-26	Retention of records; Preparation and Finalization of AR letter and American Express letter; Email to W. Leung re: same; Revisions to letter.	0.7
S. Solomon	19-Jun-26	Taking custody of Google Workspace, placing legal holds, preparing chain of custody, recovering accounts, etc.	1.2
S. Solomon	22-Jun-26	Setting up Google Vault for recovered accounts. Providing recommendations for cost savings to W. Leung.	0.2
W. Leung	22-Jun-26	Correspondences with counsel and Management; call with vendor for Deltek access.	0.4
P. Stamadianos	22-Jun-26	Call to lessor re: Leased vehicle.	0.1
P. Stamadianos	23-Jun-26	Retention of control cover sheets; Calls to vehicle lessor re: Information request; Email to vehicle lessor re: Same; Retention of client records; Various Emails to N. Patel re: invoice for term and task; Various correspondence with W. Leung re: various items.	0.7
W. Leung	23-Jun-26	Prepare for and attend call with D. Rider and counsel; debrief with team and counsel; review Deltek Workbook access; update call with IT; initial call with M&A team; review Udemy account statement; email to creditor.	2.5
S. Solomon	23-Jun-26	Meeting with W. Leung regarding next steps. Looking into data loss prevention. Chain of custody of Google workspace. Preparing and setting up process for review of documents by counsel.	2.4
P. Stamadianos	24-Jun-26	Email to creditor and correspondence with W. Leung re: Creditor response; Various correspondence with T. Montesano re: cheque requisition for contractors; Email to W. Leung re: funding; Retention of correspondence with Forensic team.	0.6
W. Leung	24-Jun-26	Correspondences with IT / M&A.	0.5
S. Solomon	24-Jun-26	Preparing Google Drive review and correspondence.	1.0
W. Leung	25-Jun-26	Review 2026 billings and payments; correspondence with M&A and IT team; correspondence with counsel; correspondence with claimant.	0.9
P. Stamadianos	25-Jun-26	Email to T. Montesanto re: Media One WEPPA; Follow-up inquiry to vehicle lessor.	0.2
T. Montesano	25-Jun-26	Create WEPP schedule, proof of claims and WEPP letter to employees.	1.0

Staff	Date	Comments	Hours
W. Leung	26-Jun-26	Call with T. Montesano re WEPPA, review WEPPA worksheets; team correspondences; update call with Gowlings, send sample contracts.	0.9
P. Stamadianos	26-Jun-26	Retention of S. Solomon correspondence; answering S. Solomon inquiries.	0.1
T. Montesano	26-Jun-26	Call with W. Leung review of WEPPA claims, e-mail WEPPA packages to employees.	0.6
W. Leung	29-Jun-26	Discussion with M&A team; update J. Parisi and counsel.	0.4
S. Solomon	30-Jun-26	Resetting passwords and administrator actions, reviewing e-mails for next steps. Updating payment information and correspondence regarding Payments Admin access. Reviewing logs, preparing cost options for different licenses. Meeting with W. Leung regarding licensing and logs. Updating logs, updating users, correspondence internally.	2.6
W. Leung	30-Jun-26	Correspondences and update call with team/counsel re IT; correspondence with D. Rider.	0.8
T. Montesano	30-Jun-26	Correspond with K. Formela re WEPPA POC, submit same to Service Canada.	0.2
J. Parisi	1-Jul-26	Review correspondence between D. Rider and Gowlings/BDO regarding Google accounts and Udemy issue.	0.3
W. Leung	2-Jul-26	Review realization value analysis, financial records; query to D. Rider.	0.7
P. Stamadianos	2-Jul-26	Retention of Collection/Imaging documentation.	0.1
W. Leung	3-Jul-26	Review and finalize realization value analysis to send to counsel.	0.2
W. Leung	6-Jul-26	Update call with IT re preservation.	0.3
S. Solomon	6-Jul-26	Internal meeting regarding Derek's access and next steps.	0.5
W. Leung	7-Jul-26	Update call with D. Rider on CRA and other administrative matters; follow-up with Gowlings.	0.3
W. Leung	8-Jul-26	Coordinate payments; team correspondences re IT.	0.2
P. Stamadianos	8-Jul-26	Correspondence with W. Leung and J. Parisi re: term and task invoices; Correspondence with G. Arenas and J. Hue re: same; Email to the former employee N. Patel re: term and task payment.	0.3
P. Stamadianos	9-Jul-26	Correspondence with J. Parisi re: receivership funding; Contacting vehicle lessor including call, email and fax.	0.3
G. Arenas	10-Jul-26	Recorded funds received from CIBC, created deposit form and updated records accordingly.	0.2
W. Leung	10-Jul-26	Update with J. Parisi; correspondences with D. Rider.	0.2
P. Stamadianos	13-Jul-26	Various correspondence with Insurance Provider; Email to insurer re: same.	0.2

Staff	Date	Comments	Hours
W. Leung	13-Jul-26	Update call and correspondences with counsel; follow-up with M&A team; correspondences with D. Rider.	0.5
W. Leung	14-Jul-26	Correspondence with M&A re prospective purchasers, update to J. Parisi.	0.3
T. Montesano	14-Jul-26	Correspond with N. Patel re WEPPA amending POC.	0.2
T. Montesano	15-Jul-26	Follow-up with WEPPA claimants re POC not filed, receive and review WEPPA POC's update Service Canada and update WEPPA tracker.	0.2
S. Solomon	15-Jul-26	Following up with D. Rider on access.	0.1
P. Stamadianos	16-Jul-26	Call to vehicle lessor re: Vehicle; Various discussions with W. Leung re: leased vehicle; Review of the market price of vehicle to determine the potential realization on the asset compared to leased value; Correspondence with W. Leung re: above; Completion of checklist.	1.2
W. Leung	16-Jul-26	Review vehicle lease payout, correspondences with P. Stamadianos re same; update to counsel; review correspondence from landlord.	0.7
J. Parisi	17-Jul-26	Call with CIBC to discuss update on Media One Creative.	0.2
P. Stamadianos	17-Jul-26	Retention of email correspondence related to access removal; Various Term and Task Correspondence with employee; Preparation of term and task cheque requisition; Retention of ERP walkthrough; Correspondence with W. Leung re: term and task and potential outstanding documents; Correspondence with T. Montesano re: WEPPA.	1.2
W. Leung	17-Jul-26	Update call with S. Solomon; email to D. Rider; review payments; update with J. Parisi.	0.7
S. Solomon	17-Jul-26	Internal correspondence, modifying access.	0.5
W. Leung	20-Jul-26	Draft memo for CIBC re asset realization; respond to creditors; update call with D. Rider; update call with Gowlings; draft emails to lessors.	2.2
G. Arenas	20-Jul-26	Processed cheque requisition payable to K. Formela.	0.3
W. Leung	21-Jul-26	Correspondences to lessors; update to J. Parisi.	0.6
P. Stamadianos	21-Jul-26	Term and task requisition form.	0.3
G. Arenas	22-Jul-26	Processed cheque requisition payable to N. Patel.	0.3
W. Leung	22-Jul-26	Review comments from J. Parisi, update memo, distribute to Gowlings.	0.4
W. Leung	30-Jul-26	Correspondences with team re expression of interest received; draft teaser email to prospective purchasers; coordinate website update; coordinate dataroom for sale process.	1.3
J. Parisi	30-Jul-26	Review email from interested party.	0.2
W. Leung	4-Aug-26	Review non-disclosure agreement (“**NDA**”) and comments from counsel; compile data room documents; update with J. Parisi;	1.7

Staff	Date	Comments	Hours
		update call with counsel re sale process; respond to and call with prospective buyer; update email to CIBC.	
J. Parisi	4-Aug-26	Call with Gowlings to discuss sales process.	0.2
J. Hue	4-Aug-26	Update case website with application record, factum and Supplementary Affidavit.	0.2
W. Leung	5-Aug-26	Coordinate data room creation; team correspondences re CRA; follow-up with external accountant re T4 issuance.	0.8
P. Stamadianos	5-Aug-26	Call with CRA re: corporate tax and payroll matters, mailing.	0.1
W. Leung	12-Aug-26	Review pre-receivership HST.	0.3
W. Leung	13-Aug-26	Correspondence with external accountant re T4s; review T4s.	0.2
W. Leung	14-Aug-26	Review customer AR; team correspondences.	0.2
W. Leung	17-Aug-26	Review and execute NDA with prospective purchaser, correspondence with same; correspondence with counsel.	0.4
W. Leung	18-Aug-26	Update call with counsel; data room matters.	0.3
W. Leung	19-Aug-26	Review and finalize data room; correspondence with prospective purchaser.	0.2
T. Montesano	20-Aug-26	Review of WEPPA payment approval.	0.1
J. Hue	20-Aug-26	Prepare the cheque requisitions for filing fees.	0.4
G. Arenas	21-Aug-26	Processed 4 cheque requisitions payable to the Receiver General of Canada re: filing fees for different entities.	0.4
J. Hue	24-Aug-26	Scan and save CRA correspondence to the directory and email P. Stamadianos the CRA claim. Prepare the filing fee remittance form and mailing of fees.	0.8
T. Montesano	24-Aug-26	Review of CRA correspondence, save same to network.	0.3
T. Montesano	27-Aug-26	Prepare and send request to CRA to request on-line access, send request to create RT0002 account to CRA.	0.7
W. Leung	31-Aug-26	Coordinate T4s for former employees; follow-up with prospective buyer; correspondences and call with D. Rider, discussions re accounts receivable, sale process and other matters.	0.8
T. Montesano	31-Aug-26	Mail 2024 T4 slips to former employees.	0.5
W. Leung	3-Sep-26	Call with prospective purchaser.	0.3
W. Leung	8-Sep-26	Arrange distribution of T4s to former employees; follow-up to prospective purchaser.	0.2
W. Leung	9-Sep-26	Correspondence with prospective purchaser; update email to CIBC and counsel.	0.2
W. Leung	10-Sep-26	Correspondences with counsel and CIBC; prepare for update meeting.	0.2
T. Montesano	10-Sep-26	Prepare and send request to Service Canada re request for detailed statement of account.	0.2

Staff	Date	Comments	Hours
W. Leung	11-Sep-26	Prepare for and attend update call with CIBC and counsel.	0.3
W. Leung	14-Sep-26	Instructions to P. Stamadianos re First Report of the Receiver; review CRA account summary, team correspondences re same; review WEPPA statement of account.	0.4
T. Montesano	14-Sep-26	Log on to CRA website pull information re payroll account, HST account and corporate tax account, send same to W. Leung.	0.7
W. Leung	16-Sep-26	Instructions to P. Stamadianos re First Report of the Receiver; consideration of issues; review WEPPA statement.	0.3
P. Stamadianos	16-Sep-26	Drafting of Court Report; Preparation of R&D.	2.1
P. Stamadianos	17-Sep-26	Continued preparation of court report.	2.6
W. Leung	18-Sep-26	Review draft First Report of the Receiver.	3.0

TAB 3

Court File No. CL-26-00000229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 2ND
	)	
JUSTICE CONWAY	)	DAY OF NOVEMBER, 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., 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

DISCHARGE ORDER

THIS MOTION made by BDO Canada Limited ("**BDO**") in its capacity as the Court-appointed receiver and manager (in such capacities, the "**Receiver**") of the undertaking, property and assets 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**"), and Rider Enterprises Inc. ("**Rider Enterprises**" and together with Media One Creative, Media One Holdings, and Media One USA, the

"**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, for an Order:

(a) approving the activities of the Receiver as set out in the report of the Receiver dated October 23, 2026 (the "**First Report**");

(b) approving the professional fees and disbursements of the Receiver including Estimated Fee Accruals as described in the First Report and Fee Affidavit (defined below);

(c) approving the Receiver's statement of receipts and disbursements;

(d) authorizing the Receiver to return to the officers and directors of the Debtors all electronic books and records of the Companies preserved in the receivership;

(e) discharging BDO as Receiver of the undertaking, property and assets of the Debtors; and

(f) releasing BDO from any and all liability, as set out in paragraph 6 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario by video conference.

ON READING the First Report, the fee affidavit of Warren Leung, sworn September 23, 2026, and on hearing the submissions of counsel for the Receiver, no

one else appearing although served as evidenced by the Lawyer's Certificate of Service of Heather Fisher, filed;

1. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated to that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the First Report, are hereby approved, provided that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals.

3. **THIS COURT ORDERS** that the fees, disbursements and applicable taxes of the Receiver and its counsel in the aggregate amounts of $53,783.93 is approved. The Estimated Fee Accruals (as defined in the First Report) in the amount of $20,000 plus HST for the Receiver and its counsel, as well as disbursements, are approved.

4. **THIS COURT ORDERS** that the Receiver is authorized to return to the officers and directors of the Debtors all electronic books and records of the Companies preserved in the receivership (the "**Retained Documents**"). Upon the return of the Retained Documents, the Receiver shall have no incur no liability whatsoever in respect of the Retained Documents, including in relation to the litigation bearing Court File No. CV-25-00757653-0000.

5. **THIS COURT ORDERS** that upon the Receiver filing a certificate certifying that it has completed the Remaining Activities, as defined and described in the First Report,

the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtors, provided however that notwithstanding its discharge herein:

(a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and

(b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO in its capacity as Receiver.

6. **THIS COURT ORDERS AND DECLARES** that BDO is hereby released and discharged from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver herein. Without limiting the generality of the foregoing, BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

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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Lawyers for the Receiver, BDO Canada Limited

TAB 4

GPSTRK01494

Court File No. —CL-26-00000229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE —	)	WEEKDAYMONDAY, THE #2ND
	)	
JUSTICE —CONWAY	)	DAY OF MONTHNOVEMBER,
		20YR2026

B E T W E E N:
PLAINTIFF

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant
Plaintiff

–and–

DEFENDANT

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

DISCHARGE ORDER

THIS MOTION,– made by [RECEIVER'S NAME]BDO Canada Limited (“**BDO**”) in its capacity as the Court-appointed receiver (and manager (in such capacities, the "**Receiver**") of the undertaking, property and assets of [DEBTOR] (the "Debtor"), for an order: 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**”), and Rider Enterprises Inc. (“**Rider Enterprises**” and together with Media

One Creative, Media One Holdings, and Media One USA, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, for an Order:

(a) ~~1.~~ approving the activities of the Receiver as set out in the report of the Receiver dated ~~[DATE]~~October 23, 2026 (the ~~"~~"**First Report**~~"~~");

(b) ~~2.~~ approving the professional fees and disbursements of the Receiver ~~and its counsel~~including Estimated Fee Accruals as described in the First Report and Fee Affidavit (defined below);

~~3. approving the distribution of the remaining proceeds available in the estate of the Debtor; [and]~~

(c) approving the Receiver's statement of receipts and disbursements;

(d) authorizing the Receiver to return to the officers and directors of the Debtors all electronic books and records of the Companies preserved in the receivership;

(e) ~~4.~~ discharging ~~[RECEIVER'S NAME]~~BDO as Receiver of the undertaking, property and assets of the ~~Debtor[~~Debtors; and

(f) ~~5.~~ releasing ~~[RECEIVER'S NAME]~~BDO from any and all liability, as set out in paragraph ~~5~~6 of this Order~~]~~[1],

[1] ~~If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.~~

was heard this day at 330 University Avenue, Toronto, Ontario by video conference.

ON READING the First Report, the ~~affidavits of the Receiver and its counsel as to fees (the "Fee Affidavits")~~fee affidavit of Warren Leung, sworn September 23, 2026, and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the ~~Affidavit of [NAME] sworn [DATE]~~Lawyer's Certificate of Service of Heather Fisher, filed[2];

1. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated to that this motion is properly returnable today and hereby dispenses with further service thereof.

2. ~~1.~~ **THIS COURT ORDERS** that the activities of the Receiver, as set out in the First Report, are hereby approved, provided that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals.

3. ~~2.~~ **THIS COURT ORDERS** that the fees ~~and~~, disbursements ~~of~~ and applicable taxes of the Receiver and its counsel in the aggregate amounts of $53,783.93 is approved. The Estimated Fee Accruals (as defined in the First Report) in the amount of $20,000 plus HST for the Receiver and its counsel, as ~~set out in the Report and the Fee Affidavits, are hereby~~well as disbursements, are approved.

~~[2] This model order assumes that the time for service does not need to be abridged.~~

4. ~~3.~~ **THIS COURT ORDERS** that~~, after payment of the fees and disbursements herein approved~~ the Receiver is authorized to return to the officers and directors of the Debtors all electronic books and records of the Companies preserved in the receivership (the "**Retained Documents**"). Upon the return of the Retained Documents, the Receiver shall ~~pay the monies remaining in its hands to [NAME OF PARTY][3]~~have no incur no liability whatsoever in respect of the Retained Documents, including in relation to the litigation bearing Court File No. CV-25-00757653-0000.

5. ~~4.~~ **THIS COURT ORDERS** that upon ~~payment of the amounts set out in paragraph 3 hereof [and upon~~ the Receiver filing a certificate certifying that it has completed the ~~other activities~~Remaining Activities, as defined and described in the First Report~~]~~, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the ~~Debtor~~Debtors, provided however that notwithstanding its discharge herein:

(a) ~~(a)~~ the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and

(b) ~~(b)~~ the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of ~~[RECEIVER'S NAME]~~BDO in its capacity as Receiver.

~~[3] This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.~~

6. ~~5. [~~**THIS COURT ORDERS AND DECLARES** that ~~**[RECEIVER'S NAME]**~~BDO is hereby released and discharged from any and all liability that ~~**[RECEIVER'S NAME]**~~BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of ~~**[RECEIVER'S NAME]**~~BDO while acting in its capacity as Receiver herein~~**, save and except for any gross negligence or wilful misconduct on the Receiver's part**~~. Without limiting the generality of the foregoing, ~~**[RECEIVER'S NAME] is**~~BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the ~~**Receiver's**~~Receiver's part.~~]~~[4]

[4] ~~The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.~~

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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Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 2026-10-23 3:06:25 PM	
Style name: Firm Standard	
Intelligent Table Comparison: Active	
Original filename: \\torfil01\Shared\Heather Haddon Fara Shared Drive\Bankruptcy - Insolvency Precedents\Model Orders\CL Receivership Discharge Model Order.doc	
Modified DMS: iw://gowlingwlg-ca.cloudimanage.com/active_ca/97049977/2 - CIBC, Media One, Discharge Order.doc	
Changes:	
Add	68
~~Delete~~	103
~~Move From~~	1
Move To	1
Table Insert	2
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	175

TAB 5

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; 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

SERVICE LIST **(as at October 23, 2026)**	
GOWLING WLG (CANADA) LLP 1 First Canadian Place 100 King Street West, Suite 1600 Toronto, ON M5X 1G5 *Lawyers for the Applicant and Receiver*	**Haddon Murray** Tel.: 416-862-3604 Email: haddon.murray@gowlingwlg.com **Heather Fisher** Tel: 416-369-7202 Email: heather.fisher@gowlingwlg.com
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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

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