

Court File No. 31-2801364  
Estate No. 31-2801364

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N :

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
BREAKTHROUGH ENTERPRISES INC. OF THE CITY OF TORONTO IN THE  
PROVINCE OF ONTARIO**

**MOTION RECORD**

February 21, 2022

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Inc.**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
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# **TAB 1**

Court File No. 31-2801364  
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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY  
OF TORONTO IN THE PROVINCE OF ONTARIO**

(RE: TRANSACTION APPROVAL AND ANCILLARY RELIEF)

**BREAKTHROUGH ENTERPRISES INC.** will make a motion to a Judge presiding over the Commercial List on March 1 at 10:00 a.m., or as soon after that time as the motion can be heard by judicial teleconference via Zoom at Toronto, Ontario. Please refer to the conference details attached as Schedule “A” hereto and advise if you intend to join the motion by emailing Christel Paul at [cpaul@wfkllaw.ca](mailto:cpaul@wfkllaw.ca).

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

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

**THE MOTION IS FOR:**

1. Orders, substantially in the form appended at Tabs 3 and 4 of the Motion Record that, among other things:
  - a) administratively consolidates the NOI proceedings commenced by Breakthrough Enterprises Inc., Breakthrough Entertainment Inc., Breakthrough Films & Television Inc., Breakthrough Merchandising Inc., Breakthrough New Media Inc., Breakthrough Post Inc., Breakthrough Publishing Inc., Oak Room Productions Inc., and 2447134 Ontario Inc. (together, the “**Companies**”);
  - b) approves the sale and transfer of certain development assets (the “**Transaction**”) of Breakthrough Enterprises Inc. (the “**Vendor**”) pursuant to an Asset Purchase Agreement (the “**Purchase Agreement**”) dated February 21, 2022 between Breakthrough Enterprises Inc. and 1000041001 Ontario Ltd. on behalf of Spike & Sadie Media Limited Partnership 1000041412 (the “**Purchaser**”);
  - c) authorizes the Companies to complete the Transaction and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser;
  - d) authorizes the Companies to pay to critical suppliers (the “**Critical Suppliers**”), with the written approval of the Proposal Trustee, amounts owing for goods or services actually supplied to it prior to the date of the NOI proceeding if, in the opinion of the Company, such payment is necessary to maintain the uninterrupted operations of the

business and declaring that the vendors listed in Schedule “A” to the proposed Order at Tab 3 of the Motion Record are Critical Suppliers;

- e) extends the time for the filing of a proposal and extending the stay of proceedings for a period of 45 days up to and including April 17, 2022; and
2. Such further and other relief as counsel may advise and this Honourable Court deems just.

**THE GROUNDS FOR THIS MOTION ARE:**

- 3. The Companies together operate a production company located in Toronto, Ontario. As an integrated entity, the Companies develop, produce and distributes feature films, television series and television films worldwide.
- 4. The Companies earn revenue from the production, licensing and distribution of television shows and films. The Companies’ primary assets are its library, which consists of 43 feature films and 2,890 television episodes, and various projects in the development pipeline.
- 5. As a result of cash flow pressures, on February 1, 2022, the Companies each filed a Notice of Intention to Make a Proposal (“**NOI**”) under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”).

*The Transaction*

- 6. The Companies seek approval of a sale of a portion of the development slate (the “**Purchased Assets**”) to the Purchaser, a corporation controlled by Ira Levy, a minority shareholder of Breakthrough Enterprises Inc. The Purchased Assets consist of concepts that have not yet commenced production, and that Levy was responsible for as Executive

Producer. Breakthrough has approximately 40 titles in its development pipeline at any time, and the Purchased Assets include the 10 titles associated with Levy.

7. Unless titles in the development slate are further developed and complete production (which requires funding), the titles have little, if any value. Titles that are not “green-lit” by a buyer have uncertain revenue potential, if any. The value of the Purchased Assets continues to diminish with time as projects become stale, buyers pass on titles, and as options expire and underlying rights return to the initial creative personnel behind the project. The Companies are not in a position to bring the Purchased Assets to production due to, among other things, cash flow limitations and lack of personnel.
8. In consultation with the Proposal Trustee and senior secured creditor, the Vendor determined that it would not run a sale process for the Purchased Assets. Among other things,
  - a) over time, titles become stale and value dwindles as broadcasters, streaming services and third-party distributors turn down rights to distribute the projects. Three of the ten titles have recently been passed on by buyers and are therefore “dead.” None of the other projects have yet been approved by any broadcasters, streaming services and third-party distributors for distribution and they may not ever be;
  - b) the Companies are obligated to make future payments associated with these productions (such as payments to writers under option agreements) and it is not commercially feasible to maintain such payments over time if the title is not green-lit by a network buyer;

- c) there is no realistic prospect of obtaining alternative production financing for a concept that has been reviewed and passed up by network buyers. Therefore, once a concept title is reviewed and passed up, the title has no revenue potential;
- d) a number of the projects have one or a few completed scripts, but there are very few tangibles other than the scripts and underlying rights associated with these projects. Some of the projects are only in concept form. The ongoing involvement of Levy, who held the creative vision on these projects, is necessary to continue to develop the projects and bring the Purchased Assets to the networks for possible production, which is key to pitching the concepts to network buyers and is not transferable to any other party; and
- e) given the minimal value of the Purchased Assets at this stage of development, the cost of running a sale process and soliciting bids for the Purchased Assets will cannibalize any value would be received from a purchaser. It is not likely that any offers from third parties will be received given the ephemeral nature of the assets and their pre-existing creative connection with Levy.

9. The key terms of the Purchase Agreement are:

- a) subject to the terms and conditions outlined therein, the vendor will sell, assign, and transfer the Purchased Assets to the Purchaser;
- b) the Purchaser will pay the Vendor \$100,000 on signing and assume all future obligations in respect of the Purchased Assets;



- c) the Purchaser will reimburse the Vendor for any option or other payments required to be paid in respect of the Purchased Assets by the Vendor or any of its affiliates between February 1, 2022 and the closing of the sale of the Purchased Assets, if any;
  - d) Levy will forgive all unsecured debt owed by the Companies, currently totaling \$174,943.64; and
  - e) closing of the Transaction is subject to satisfaction of customary conditions precedent including, but not limited to, the issuance of an Approval and Vesting Order.
10. Breakthrough's secured creditor, HSBC, consents to the Transaction on the condition that the cash proceeds of sale are applied to pay down Breakthrough's secured obligations to HSBC.

*Payment of Amounts Owed for Goods or Services*

11. During these proceedings, the Company may be required to pay amounts outstanding to certain Critical Suppliers to maintain uninterrupted supply of goods and services necessary for its operations. The Company seeks authorization to do so with the approval of the Proposal Trustee.

*Extension of Time to File a Proposal*

12. The current time to file a proposal under the BIA expires on March 3, 2022. The Company requires time to continue discussions with key production partners and develop a viable proposal for the benefit of its stakeholders. Accordingly, the Company is requesting a 45-

day extension of time pursuant to Section 50.4(9) of the BIA, up to and including April 17, 2022, to make a proposal.

13. Without an extension of time, the Company will not be in a position to make a viable proposal to its creditors and the Company will be deemed bankrupt, to the detriment of its creditors and stakeholders.
14. The test for an extension of time under Section 50.4(9) of the BIA is met:
  - a) the Company intends to continue discussions with its stakeholders and production partners and is likely to be able to make a viable proposal to its creditors if the extension requested is granted;
  - b) the Company has acted, and is acting, in good faith; and
  - c) no creditor will be materially prejudiced if the extension requested is granted.

***Further Grounds***

15. Rules 1.04, 2.03, 3.02, 14, 16, and 38 of the *Rules of Civil Procedure*, RRO 1990, Reg 194, as amended;
16. The BIA;
17. The inherent jurisdiction of this Court; and,
18. Such further and other grounds as counsel may advise and this Honorable Court may permit.

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

19. The Affidavit of Michael McGuigan, sworn February 21, 2022;
20. The First Report of the Proposal Trustee, to be filed;
21. Such further and other evidence as counsel may advise and this Honourable Court may permit.

February 21, 2022

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**Lawyers for Breakthrough Enterprises  
Inc.**

**TO: THE SERVICE LIST**

**Schedule “A”  
Conference Details to join Motion via Zoom**

Join Zoom Meeting

<https://zoom.us/j/92242185197>

Meeting ID: 922 4218 5197

One tap mobile

+13017158592,,92242185197# US (Washington DC)

+13126266799,,92242185197# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 922 4218 5197

Find your local number: <https://zoom.us/u/acPIci1uc8>

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE  
A PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF  
THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

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

Proceedings commenced at Toronto

**NOTICE OF MOTION**

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**Lawyers for Breakthrough Enterprises Inc. et al**

## TAB 2

Court File No. 31-2801364  
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**ONTARIO**  
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**PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE**  
**CITY OF TORONTO IN THE PROVINCE OF ONTARIO**

**AFFIDAVIT OF MICHAEL MCGUIGAN**  
(Sworn February 21, 2022)

**I, MICHAEL MCGUIGAN**, of the City of Toronto, in the province of Ontario,  
**MAKE OATH AND SAY:**

1. I am the Chief Financial Officer of Breakthrough Enterprises Inc. (together with Breakthrough Entertainment Inc., Breakthrough Films & Television Inc., Breakthrough Merchandising Inc., Breakthrough New Media Inc., Breakthrough Post Inc., Breakthrough Publishing Inc., Oak Room Productions Inc., and 2447134 Ontario Inc., the “**Breakthrough Filing Entities**”). Accordingly, I have personal knowledge of the matters set out below. Where I have relied on information from others, I state the source of such information and verily believe it to be true.

2. On February 1, 2022, each Breakthrough Filing Entity filed a Notice of Intention to Make a Proposal (each an “**NOI**”) under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”). Dodick Landau Inc. was appointed as proposal trustee under the BIA (the “**Proposal Trustee**”).

3. This affidavit is submitted in support of a motion for an Order (the “**Initial Order**”) that, among other things:

- (a) administratively consolidates the nine NOI proceedings commenced by the Breakthrough Filing Entities;
- (b) authorizes the Breakthrough Filing Entities to pay with the written approval of the Proposal Trustee amounts owing for goods or services actually supplied to the business prior to the date of the NOI proceeding if, in the opinion of Breakthrough, such payment is necessary to maintain the uninterrupted operations of the business;
- (c) approving the sale transaction (the “**Transaction**”) for certain development assets of Breakthrough Entertainment Inc. as contemplated in the asset purchase agreement (the “**Purchase Agreement**”) between Breakthrough and 1000041001 Ontario Ltd. on behalf of Spike & Sadie Media Limited Partnership 1000041412 (the “**Purchaser**”), dated February 21, 2022; and
- (d) extends the time for the filing of a proposal and extending the stay of proceedings for a period of 45 days up to and including April 17, 2022.

## **I. OVERVIEW OF BREAKTHROUGH’S BUSINESS OPERATIONS**

### **A. Overview of the Business**

4. The Breakthrough Filing Entities are part of a family of corporations forming Breakthrough, a production company located in Toronto, Ontario. Breakthrough develops, produces and distributes feature films, television series and digital content worldwide (the “**Business**”).



5. Breakthrough earns revenue from the production, licensing and distribution of television shows and films. Breakthrough's primary assets are its library, which consists of 43 feature films and 2,890 television episodes (the "**Library**") and various projects in its development pipeline (the "**Development Slate**"). As a producer, Breakthrough typically has around 40 projects in the development pipeline at any point in time.

6. Development is the initial step in the audiovisual content production process. At this stage, proprietary intellectual property rights in foundational ideas for future content are acquired by a producer, such as Breakthrough, from a third party or ideated by Breakthrough itself. These ideas are developed into viable concepts suitable for presentation and sale to buyers as third-party licensors of content, such as broadcasters, streaming services, and third-party international distributors.

7. Partnerships are often formed with third-party production companies and other key creators such as writers or performers, who enhance the viability of the project. At this stage of development, a limited number of scripts are commissioned, and Breakthrough pays option fees and writer fees to secure rights and further develop these projects.

8. Certain productions in Breakthrough's television Development Slate are overseen by Ira Levy, who serves as a consultant and Executive Producer of these projects. Levy acts as the key person on these projects, is responsible for their development, and has fostered goodwill with production stakeholders.

9. Projects and "ideas" are typically pitched to various buyers depending on the genre of the project and the buyer's demographic audience. In my experience, approximately one in ten to fifteen projects that are developed will ultimately be successfully licensed or sold to a buyer,

and it is at that point that a show may be produced. Those projects that are not produced are ultimately written off.

10. A development project will start to lose value once buyers who have reviewed the project “pass on the project.” Once a significant number of potential buyers have passed and there remains little or no interest in the concept, the development asset is written off.

11. It is only after a concept is licensed that Breakthrough begins production. At this point, a standalone production company is usually incorporated as a subsidiary of Breakthrough Enterprises Inc. to act as a vehicle for the project.

12. Production of a television show or film involves a large number of suppliers, including writers, production teams, actors, and post-production editors. Because payments from a buyer are not usually received until production is complete on a pilot or film, Breakthrough typically requires production financing to cover the cash flow needs of the project during production, which financing has historically been provided to the production vehicle by its secured lender, HSBC Bank Canada (“**HSBC**”).

13. At the outset of the COVID-19 pandemic in 2020, Breakthrough experienced interruptions and slowdowns in its audiovisual media productions. When shooting recommenced after the delay, Breakthrough incurred significant additional and duplicative costs that negatively impacted Breakthrough’s overall cash flow.

14. It was challenging for Breakthrough to pitch new productions to broadcasters and revenues were temporarily impacted as a result of the lack of new sales during the first year of the COVID-19 pandemic. Further, the cost and challenges of implementing and maintaining

COVID-19 safety measures on ongoing productions had a negative impact on cash flow and the overall profitability of productions generally.

15. Breakthrough currently has 8 employees. Due to cash flow challenges, Breakthrough laid off and terminated a number of employees at the end of 2021. Prior to the COVID-19 pandemic, Breakthrough historically employed on average approximately 20 employees in addition to numerous contractors and service providers engaged with Breakthrough productions.

16. Breakthrough commenced these NOI proceedings to, among other things,

- (a) monetize a portion of its Development Slate and apply the proceeds to pay down its secured indebtedness to HSBC;
- (b) obtain the breathing room necessary to deal with its obligations in an organized manner and to negotiate go-forward arrangements with its key production partners;
- (c) avoid the loss of value of its predominantly intangible assets, which would result from a bankruptcy; and
- (d) make a proposal to its unsecured creditors.

## **B. BREAKTHROUGH'S CORPORATE STRUCTURE**

17. Each of the Breakthrough Filing Entities is an Ontario corporation incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16 (Ontario) (the “**OBCA**”). Breakthrough's registered office is located at 157 Princess Street, C300, Toronto, Ontario.

18. Breakthrough Enterprises Inc. is the sole shareholder and parent of the other Breakthrough Filing Entities: Breakthrough Entertainment Inc., Breakthrough Films & Television Inc., Breakthrough Merchandising Inc., Breakthrough New Media Inc., Breakthrough Post Inc., Breakthrough Publishing Inc., Oak Room Productions Inc., and 2447134 Ontario Inc.

19. Breakthrough's Library distribution rights are held by Breakthrough Entertainment Inc. Breakthrough's Development Slate is held by Breakthrough Films & Television Inc. and 2447134 Ontario Inc., and their value resides with each of these corporate entities.

20. In addition to the Breakthrough Filing Entities, there are various non-insolvent production companies owned in whole or in part by Breakthrough Enterprises Inc. that are not debtors in this or any other NOI proceeding.

21. Breakthrough Enterprises Inc. is held by three shareholders, Michael McGuigan, Nathaniel Abraham and Ira Levy, who indirectly hold 41.66%, 41.66% and 16.66% percent of the outstanding shares of the corporation respectively. The current equity structure is the culmination of a share purchase agreement entered into in 2013 pursuant to which Breakthrough's founders, including Ira Levy, agreed to sell the majority of their shareholdings to a corporation held by Nathaniel Abraham and me.

22. Abraham and I ultimately received the majority of the shares in 2018 and became majority shareholders in Breakthrough. Levy retained a minority equity interest in Breakthrough.

23. Because the majority of shares were only transferred in 2018, the number of directors of the corporation fluctuated between 2013 and today. Between 2013 and October 2018, there were four directors on the Board, including the two original founders. In 2018, the number of directors was reduced to three, reflecting the share transfer. In 2020, Abraham was removed from the Board, and the number of directors was reduced to two. Levy resigned from the Board in 2021, prior to this NOI proceeding, and I am now the sole director on the Board. Levy remains involved in Breakthrough in a consultant capacity.

## **II. Breakthrough's Assets and Liabilities**

### **A. Assets**

24. Based on the books and records of the Breakthrough Filing Entities, on a consolidated basis, they hold current assets of approximately \$5,454,665, including approximately \$487,127 of cash and approximately \$926,426 in accounts receivable as at January 7, 2022.

### **B. Indebtedness**

25. Based on the books and records of the Breakthrough Filing Entities, they have current liabilities of approximately \$5,012,599.

#### *Secured Obligations*

26. HSBC is Breakthrough's primary secured creditor. Pursuant to various secured facilities, the Breakthrough Filing Entities owe HSBC \$552,813.25 and an additional balance of \$8,861.09 on a corporate Master Card. In addition, the Breakthrough Filing Entities owe \$280,000 to HSBC pursuant to the Canada Emergency Business Account Loan, which amount is unsecured.

27. Apart from the Breakthrough Filing Entities, the Breakthrough group includes other production companies that have received production financing from HSBC on a secured basis. Those secured amounts, which are not subject to this NOI proceeding, amount to approximately \$5.5 million.

28. The PPSA search results for the Breakthrough Filing Entities are appended hereto as Exhibit "A". There are a limited number of additional security interests registered against the Breakthrough Filing Entities, for leases and other production supply and undischarged registrations for which no further amounts are owing.

#### *Priority Obligations*

29. Breakthrough's payroll and source deductions are only in arrears for the last payment cycle. We expect to meet payroll and source deductions in the usual course. I am not aware of any arrears on account of HST.

#### *Lease Obligations*

30. Breakthrough previously leased space at 35 Britain Street, Toronto. As a result of cash flow impacts of the COVID-19 crisis and associated work-from-home arrangements, Breakthrough attempted to sublet its former premises at 35 Britain Street, Toronto and downsize its offices.

31. From April 2020 to August 2021, Breakthrough continued to make rent payments and sought a subtenant but was ultimately unsuccessful, due among other things to the building's lack of accessibility for people with physical disabilities. In September 2021, Breakthrough

breached its lease, surrendered the premises and moved to smaller offices, reducing its monthly rental costs from approximately \$32,000 to approximately \$5,000.

32. The tenant under the 35 Britain Lease is Breakthrough Films & Television Inc. No payments have been made under the lease since September 2021. Breakthrough owes rent arrears of \$155,500 and the landlord continues to hold a deposit equivalent to one months' rent. The Landlord has taken the position that the lease is not terminated and holds the tenant liable for ongoing lease obligations while simultaneously asserting contingent lease damages of \$933,000.

#### *Producer and Vendor Payments*

33. Breakthrough has accrued approximately \$3 million in unsecured trade payables. Most arrears are in respect of completed productions and general corporate overhead.

#### *Contingent Claims*

34. There are a number of outstanding litigation matters against the Breakthrough Filing Entities.

35. In December 2020, in relation to ongoing performance issues, Breakthrough commenced an action against Abraham in the amount of \$8,000,000 for breach of fiduciary duty and breach of contract. In response to that claim, Abraham commenced a counterclaim alleging oppression and breach of contract. The counterclaim names Breakthrough Enterprises Inc., Breakthrough Films & Television Inc., Breakthrough Entertainment Inc., Breakthrough Post Inc., Breakthrough New Media Inc., Breakthrough Merchandising Inc., and Breakthrough Publishing Inc. Ira Levy and myself as defendants by counterclaim. Abraham claims damages

in the aggregate amount of \$4,900,000. The matter has yet to proceed to discovery and is currently stayed.

36. Breakthrough Films & Television Inc. has also been named as a defendant in an action by a laid-off employee for wrongful dismissal and breach of an employment contract, among other things. The employee claims damages in the aggregate amount of \$425,192.31. No wage arrears are outstanding to the employee and benefits were continued during the period of lay off. The matter is currently stayed and Breakthrough has yet to file a defence.

37. Breakthrough has also been named as a defendant in an action in commenced in New York by two individuals alleging Breakthrough infringed copyright by using a script optioned from them to develop a production. Breakthrough is not in fact developing the production and has defended the claim.

### **III. Relief Requested**

#### **A. Administrative Consolidation of the NOI Proceedings**

38. The Breakthrough Filing Entities propose to procedurally consolidate the NOI proceedings to allow the Breakthrough Filing Entities to be dealt with as one matter, and to relieve the administrative burden of nine separate NOI proceedings. Breakthrough is not requesting substantive consolidation of the estates at this time.

#### **B. Supplier Payments**

39. The Business is dependent on the continued provision of services by third party suppliers. There is no prospect of a viable restructuring if Breakthrough cannot complete production on new television shows, films, or other media.



40. As at the date of this affidavit, there are approximately \$41,000 in pre-filing amounts outstanding to certain critical suppliers (the “**Critical Suppliers**”) for services that Breakthrough cannot perform in-house and that are challenging or impossible to replace without negatively impacting productions. Breakthrough is especially vulnerable to interruptions in production, especially in light of filming and other interruptions already caused by the COVID-19 pandemic.

41. Breakthrough does not have long-term contracts with the Critical Suppliers and risks the immediate withdrawal of services if arrears are not paid.

42. Of the total amount owed to Critical Suppliers, approximately \$25,000 of the payments to Critical Suppliers are necessary to maintain the viability and value of the Development Slate, including those projects that are to be sold to the Purchaser which, if the sale to the Purchaser is approved by the Court, will be reimbursed at closing to Breakthrough.

43. Accordingly the Breakthrough Filing Entities seek authorization to pay the critical supplier amounts that may be required to be paid as may be determined by the company with the supervision and approval of the Proposal Trustee. No payments would be made without advance authorization and written approval from the Proposal Trustee. A schedule of Critical Suppliers as of the date of this affidavit is appended as Exhibit “B”.

### **C. The Transaction**

44. Breakthrough Filing Entities seeks approval of a sale of a portion of its Development Slate to the Purchaser, a corporation controlled by Levy. The Development Slate consists of concepts that have not commenced production. The Transaction is an opportunity for

Breakthrough to monetize ephemeral intellectual property has little to no value to any party other than Levy, who is integrally involved in pitching and developing the concepts.

45. Breakthrough Enterprises Inc. has entered into an asset purchase agreement with the Purchaser, as appended at Exhibit “C” (the “**APA**”). The key terms of the APA are:

- (a) subject to the terms and conditions outlined therein, the Vendor will sell, assign, and transfer to the Purchaser certain projects as specified in the APA (the “**Purchased Assets**”), and represents 10 out of 40 titles comprising the Development Slate held by Breakthrough;
- (b) the Purchaser will pay the Vendor \$100,000 on signing and assume all future development obligations, in respect of the Purchased Assets;
- (c) the Purchaser will reimburse the Vendor for any option renewal fees and other development expenses paid by the Vendor or any of its affiliates between February 1, 2022 and the closing of the sale of the Purchased Assets to the Purchaser, if any;
- (d) Levy will forgive all unsecured debt owed by Breakthrough to Levy, currently totaling \$174,943.64; and
- (e) closing of the Transaction is subject to satisfaction of customary conditions precedent including, but not limited to, the issuance of the Approval and Vesting Order by this Honourable Court.

46. I believe the Purchased Assets are of limited value for two reasons. First, the Purchased Assets have not been green-lit by any buyer to date, nor have they commenced production and

their value continues to diminish with time as buyers pass on titles (there is no guarantee that any of the Purchased Assets will be acquired by broadcasters), and as options expire and underlying rights return to the initial creative personnel behind the project. Breakthrough is not in a position to bring the Purchased Assets to production due, among other things, to cash flow limitations and lack of personnel.

47. Secondly, the Purchased Assets include scripts, series bibles, look-books and the right to exercise future option extensions. All of the Purchased Assets are projects on which Levy has been the principal contact for Breakthrough for possible network buyers and also for the personnel who created the assets and whose involvement will be necessary to develop the projects further. Levy, through the Purchaser is prepared to purchase a portion of the Development Slate that relates to projects he has been the lead on and for which he has relationships with key creative persons and partners. Levy has submitted the APA to do so. Due to the historical involvement of Levy in these projects as Executive Producer, I believe that it is very unlikely that any other party would be prepared to buy the Purchased Assets at a greater, or even comparable, value as development requires an ongoing intimate knowledge of the projects. Accordingly, there is no purchaser who would be able to take these ideas or concepts without the support and assistance of Levy.

48. Levy has not been a director of the Breakthrough Filing Entities since his resignation in 2021. He has not at any time had a controlling interest in the Breakthrough Filing Entities.

49. In consultation with the Proposal Trustee and HSBC, Breakthrough determined that it would not run a sale process for the Purchased Assets. Among other things,

- (a) over time, titles become stale and value dwindles as broadcasters, streaming services and third-party distributors turn down rights to distribute the projects. Three titles have recently been passed on by the buyers and are therefore “dead” and none of the other projects have been approved by any broadcasters, streaming services and third-party distributors for distribution;
- (b) Breakthrough is obligated to make future payments associated with these productions (such as payments to writers under option agreements) and it is not commercially feasible to maintain such payments over time if the title is not picked up by a network buyer;
- (c) there is no realistic prospect of obtaining alternative production financing for a concept that has been reviewed and passed up by network buyers. Therefore, once a concept title is reviewed by network buyers and passed up, the title has no revenue potential;
- (d) a number of the projects have one or a few completed scripts, but there are very few tangibles other than the scripts and underlying rights associated with these projects. Some of the projects are only in concept form. Levy’s ongoing involvement is necessary to continue to develop the projects and bring the Purchased Assets to the networks for possible production as he holds the creative vision for the titles, which is key to pitching the concepts to network buyers and is not transferable to any other party; and
- (e) given the minimal value of the Purchased Assets at this stage of development, the cost of running a sale process and soliciting bids for the Purchased Assets will cannibalize any value that would be received from a purchaser. It is not likely that any offers from

third parties will be received given the ephemeral nature of the assets and their connection with Levy.

50. I am advised by my counsel, Sharon Kour of Weisz Fell Kour LLP, that HSBC's counsel was consulted and HSBC consents to the Transaction without a sale process on the condition that any cash consideration arising from the Transaction will be applied to paying down the obligations to HSBC as first secured creditor of Breakthrough with security over the Purchased Assets.

51. I am advised by Rahn Dodick that the Proposal Trustee is supportive of the Transaction and intends to file a report to that effect.

#### **D. Stay Extension**

52. Under the BIA, Breakthrough has until March 3, 2022 to file a proposal unless it obtains an extension of time to file a proposal prior to that date. The requested 45-day extension of the time to file a proposal will provide Breakthrough with the time necessary to develop a proposal and/or a sale or investment solicitation process in order to preserve the business as a going concern with benefit to all Breakthrough's stakeholders.

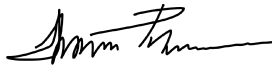
53. Breakthrough, with the assistance of the Proposal Trustee, has prepared a 13-week cash flow forecast of the Breakthrough Entertainment Group of Companies (the "**Cash Flow Forecast**"). I understand that a copy of the Cash Flow Forecast will be attached to the report of the Proposal Trustee. The Cash Flow Forecast demonstrates that the Breakthrough Filing Entities have the ability to meet its post-filing obligations as they come due through the proposed extension period.

54. The Breakthrough Filing Entities have been acting and continues to act in good faith and with due diligence in these NOI proceedings and I believe that no creditor will be materially prejudiced by the extension of the time to file a proposal.

55. The Breakthrough Filing Entities intend to work with its stakeholders to make a proposal to its creditors, which will result in a superior recovery to creditors than a bankruptcy and a liquidation, and allow them to continue the Business and pursue partnerships that will ensure long term profitability.

56. I swear this affidavit in support of the Breakthrough Filing Entities' motion for the relief requested, and for no other or improper purpose.

**SWORN BEFORE ME** *by video* )  
*conference* at the City of Toronto, in the )  
 Province of Ontario, this 21 day of )  
 February 2022. )



\_\_\_\_\_  
 A Commissioner for taking Affidavits. )

Shaun Parsons #81240A



\_\_\_\_\_  
**MICHAEL MCGUIGAN**

THIS IS **EXHIBIT “A”** REFERRED TO IN THE  
AFFIDAVIT OF MICHAEL MCGUIGAN SWORN  
BEFORE ME, THIS 21<sup>st</sup> DAY OF FEBRUARY, 2022



---

A COMMISSIONER FOR TAKING AFFIDAVITS



PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : WFK Management Services Inc. (Att: Chris  
Reference : Breakthrough  
Search ID : 851534  
Date Processed : 1/28/2022 5:01:07 PM  
Report Type : None  
Search Conducted on : BREAKTHROUGH ENTERPRISES INC.  
Search Type : Business Debtor

DISCLAIMER :

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



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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BREAKTHROUGH ENTERPRISES INC.

FILE CURRENCY: January 27, 2022

ABOVE REQUEST HAS BEEN QUEUED FOR OVERNIGHT PROCESSING.

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

## Enquiry Result

File Currency: 27JAN 2022



All Pages ▾



Show All Pages

**Note: All pages have been returned.**

Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH ENTERTAINMENT INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	691113123	1	24	1	29	16OCT 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
691113123		01	003		20131016 1438 1530 3979	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BREAKTHROUGH ENTERTAINMENT INC.								
	Address				City	Province	Postal Code		
	122 SHERBOURNE STREET				TORONTO	ON	M5A 2R4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT								
	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND								
	AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.								

Registering Agent	Registering Agent			
	D+H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	691113123	1	24	2	29	16OCT 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
691113123		02	003		20131016 1438 1530 3979				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	.								
	THIS IS A RE-REGISTRATION OF REGISTRATION NUMBER								
	20071221113318621488, REFERENCE FILE NUMBER 641569914, MADE PURSUANT								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	691113123	1	24	3	29	16OCT 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
691113123		03	003		20131016 1438 1530 3979				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>		<b>V.I.N.</b>		
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	TO SECTION 30(6) OF THE PERSONAL PROPERTY SECURITY ACT.								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	698501169	2	24	4	29	31JUL 2034			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
698501169		001	4		20140731 0937 1793 7632	P PPSA	20		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.					001081846			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	GRINDSTONE ENTERTAINMENT GROUP, LLC								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	2700 COLORADO AVENUE, SUITE 200				SANTA MONICA	CA	90405		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
					X				X
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST OF EVERY KIND AND NATURE								
	WITHOUT LIMITATION IN AND TO THE RIGHTS IN THE TERRITORY FOR THE								
	TERM (EACH AS DEFINED IN THE AGREEMENT REFERENCED BELOW) FOR THE								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	GRINDSTONE ENTERTAINMENT GROUP, LLC								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	2700 COLORADO AVENUE, SUITE 200				SANTA MONICA	CA	90405		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	698501169	2	24	5	29	31JUL 2034			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
698501169		002	4		20140731 0937 1793 7632				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	MOTION PICTURE CURRENTLY ENTITLED "BARK RANGER" INCLUDING WITHOUT								
	LIMITATION THE RIGHT OF ACCESS TO ALL DELIVERY MATERIALS SET FORTH								
	IN THE AGREEMENT, THE SECURED PARTY'S RIGHT OF RECOUPMENT AND THE								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	698501169	2	24	6	29	31JUL 2034			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
698501169		003	4		20140731 0937 1793 7632				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	SECURED PARTY'S RIGHT TO COLLECT AND RETAIN ANY MONIES THE SECURED								
	PARTY MAY BE ABLE TO OBTAIN FROM ITS EXPLOITATION OF THE RIGHTS.								
	THIS FINANCING STATEMENT IS FILED PURSUANT TO THE ACQUISITION								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED



<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	698501169	2	24	7	29	31JUL 2034			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
698501169		004	4		20140731 0937 1793 7632				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	AGREEMENT DATED AS OF JUNE 5, 2014, BETWEEN DEBTOR AND THE SECURED PARTY (THE AGREEMENT), AND IS EXPRESSLY MADE SUBJECT THERETO.								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH ENTERTAINMENT INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	698523345	3	24	8	29	31JUL 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
698523345		001	001		20140731 1422 1862 7671	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BREAKTHROUGH ENTERTAINMENT INC.								
	Address				City	Province	Postal Code		
	122 SHERBOURNE STREET				TORONTO	ON	M5A 2R4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	MILLER THOMSON LLP								
	Address				City	Province	Postal Code		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	713442141	4	24	9	29	20JAN 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
713442141		001	001		20160120 1211 1862 7820	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DENTONS CANADA LLP - JODI BORRELLI								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	77 KING STREET WEST, SUITE 400 TD CENTRE				TORONTO	ON	M5K 0A1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	719621415	5	24	10	29	15AUG 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
719621415		001	001		20160815 1736 1862 3528	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET, 2ND FLOOR				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	MILLER THOMSON LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	719666172	6	24	11	29	16AUG 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
719666172		001	001		20160816 1732 1862 3633	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DENTONS CANADA LLP - JODI BORRELLI								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	77 KING STREET WEST, SUITE 400 TD CENTRE				TORONTO	ON	M5K 0A1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	720635922	7	24	12	29	15SEP 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
720635922		001	001		20160915 1519 1862 5972	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DENTONS CANADA LLP - JODI BORRELLI								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	77 KING STREET WEST, SUITE 400 TD CENTRE				TORONTO	ON	M5K 0A1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	723174327	8	24	13	29	07DEC 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
723174327		001	001		20161207 0948 1862 2338	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DENTONS CANADA LLP - JODI BORRELLI								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	77 KING STREET WEST, SUITE 400 TD CENTRE				TORONTO	ON	M5K 0A1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	724386861	9	24	14	29	26JAN 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
724386861		001	001		20170126 1537 1862 6414	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DENTONS CANADA LLP - JODI BORRELLI SF								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	77 KING STREET WEST, SUITE 400 TD CENTRE				TORONTO	ON	M5K 0A1		

END OF FAMILY



<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	726570738	10	24	15	29	12APR 2022			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
726570738		001	1		20170412 1515 6083 1349	P PPSA	5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DUNCAN MORIN LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	60 ATLANTIC AVE., SUITE 200				TORONTO	ON	M6K 1X9		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	730168344	11	24	16	29	25JUL 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
730168344		001	001		20170725 1110 1862 0493	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET, 2ND FLOOR				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	MILLER THOMSON LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	731869614	12	24	17	29	13SEP 2022			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
731869614		001	1		20170913 1712 6083 5805	P PPSA	5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DUNCAN MORIN LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	60 ATLANTIC AVE., SUITE 200				TORONTO	ON	M6K 1X9		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	732060612	13	24	18	29	19SEP 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
732060612		001	001		20170919 1717 1862 4950	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET, 2ND FLOOR				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	MILLER THOMSON LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	735955686	14	24	19	29	25JAN 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
735955686		001	1		20180125 1326 6083 9489	P PPSA	5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DUNCAN MORIN LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	60 ATLANTIC AVE., SUITE 200				TORONTO	ON	M6K 1X9		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	738977859	15	24	20	29	03MAY 2028			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
738977859		001	001		20180503 1558 1862 2240	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET, 2ND FLOOR				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	CYBERBAHN								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	400-333 BAY STREET				TORONTO	ON	M5H 2R2		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH ENTERTAINMENT INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	750192759	16	24	21	29	16APR 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
750192759		001	1		20190416 1239 6083 1159	P PPSA	5		
Individual Debtor	Date of Birth		First Given Name		Initial		Surname		
Business Debtor	Business Debtor Name					Ontario Corporation Number			
		BREAKTHROUGH ENTERTAINMENT INC.							
Address					City	Province	Postal Code		
35 BRITAIN STREET					TORONTO	ON	M5A 1R7		
Individual Debtor	Date of Birth		First Given Name		Initial		Surname		
Business Debtor	Business Debtor Name					Ontario Corporation Number			
Address					City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
		HSBC BANK CANADA							
Address					City	Province	Postal Code		
70 YORK STREET					TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
		DUNCAN MORIN LLP							
Address					City	Province	Postal Code		
60 ATLANTIC AVE., SUITE 200					TORONTO	ON	M6K 1X9		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	756371403	17	24	22	29	09OCT 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
756371403		001	001		20191009 1536 1862 9618	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET, 2ND FLOOR				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	MILLER THOMSON LLP (S.DECOPPI)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

END OF FAMILY



<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	757741455	18	24	23	29	19NOV 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
757741455		001	001		20191119 1544 1862 2631	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET, 2ND FLOOR				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	MILLER THOMSON LLP (S.DECOPPI)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	758311542	19	24	24	29	05DEC 2029			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
758311542		001	1		20191205 1717 6083 7192	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	DUNCAN MORIN LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	60 ATLANTIC AVE., SUITE 200				TORONTO	ON	M6K 1X9		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	767501865	20	24	25	29	06NOV 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
767501865		001	001		20201106 1812 1862 4593	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET, 2ND FLOOR				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET, 4TH FLOOR				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	MILLER THOMSON LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	768793212	21	24	26	29	23DEC 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
768793212		001	001		20201223 1206 1862 8087	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET, 2ND FLOOR				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET, 4TH FLOOR				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	MILLER THOMSON LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	769986765	22	24	27	29	19FEB 2031			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
769986765		001	001		20210219 1218 1862 1584	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET, 2ND FLOOR				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET, 4TH FLOOR				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	MILLER THOMSON LLP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	40 KING STREET WEST, SUITE 5800				TORONTO	ON	M5H 3S1		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH ENTERTAINMENT INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	778066884	23	24	28	29	09NOV 2031			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
778066884		001	1		20211109 0950 1590 3538	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH ENTERTAINMENT INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	157 PRINCESS STREET, SUITE C300				TORONTO	ON	M5A 4M4		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	HSBC BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	70 YORK STREET, 4TH FLOOR				TORONTO	ON	M5J 1S9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	MILLER THOMSON LLP (TORONTO)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	5800-40 KING ST W				TORONTO	ON	M5H 3S1		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH ENTERTAINMENT INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	778076541	24	24	29	29	09NOV 2031			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
778076541		001	1		20211109 1205 1590 3629	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BREAKTHROUGH ENTERTAINMENT INC.								
	Address				City	Province	Postal Code		
	157 PRINCESS STREET, SUITE C300				TORONTO	ON	M5A 4M4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	70 YORK STREET, 4TH FLOOR				TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	MILLER THOMSON LLP (TORONTO)(0193590.0222J JDYCK/LMITCHELL)								
	Address				City	Province	Postal Code		
	5800-40 KING ST W				TORONTO	ON	M5H 3S1		

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PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : WFK Management Services Inc. (Att: Chris  
Reference : Breakthrough  
Search ID : 851535  
Date Processed : 1/28/2022 5:01:09 PM  
Report Type : None  
Search Conducted on : BREAKTHROUGH FILMS & TELEVISION INC.  
Search Type : Business Debtor

DISCLAIMER :

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

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BREAKTHROUGH FILMS & TELEVISION INC.

FILE CURRENCY: January 27, 2022

ABOVE REQUEST HAS BEEN QUEUED FOR OVERNIGHT PROCESSING.

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

## Business Debtor Enquiry

File Currency: **27JAN 2022**

**Search Criteria: BREAKTHROUGH MERCHANDISING INC.**

**No Match.**

**No registered financing statement or registered claim for lien was found for this enquiry.**

[New Enquiry](#)

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## Enquiry Result

File Currency: 27JAN 2022



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Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH NEW MEDIA INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	649927629	1	2	1	3	14NOV 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
649927629		001	001		20081114 0918 1862 3472	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BREAKTHROUGH NEW MEDIA INC.								
	Address				City	Province	Postal Code		
	122 SHERBOURNE STREET				TORONTO	ON	M5A 2R4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	PURSUANT TO A GENERAL SECURITY AGREEMENT AND A GUARANTEE AND								
	POSTPONEMENT OF CLAIM IN CONNECTION WITH AN OFFER LETTER BETWEEN								
	BREAKTHROUGH ENTERPRISES INC. AND HSBC BANK CANADA								

Registering Agent	Registering Agent			
	HEENAN BLAIKIE LLP			
	Address	City	Province	Postal Code
	200 BAY STREET, SUITE 2600	TORONTO	ON	M5J 2J4

CONTINUED

<b>Type of Search</b>	Business Debtor									
<b>Search Conducted On</b>	BREAKTHROUGH NEW MEDIA INC.									
<b>File Currency</b>	27JAN 2022									
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>					
	649927629	1	2	2	3					
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>										
	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule Attached</b>	<b>Registration Number</b>			<b>Registered Under</b>		
		01	001		20131105 1938 1531 9184					
<b>Record Referenced</b>	<b>File Number</b>	<b>Page Amended</b>	<b>No Specific Page Amended</b>	<b>Change Required</b>		<b>Renewal Years</b>	<b>Correct Period</b>			
	649927629		X	B RENEWAL		10				
<b>Reference Debtor/ Transferor</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>					
	<b>Business Debtor Name</b>									
	BREAKTHROUGH NEW MEDIA INC.									
<b>Other Change</b>	<b>Other Change</b>									
<b>Reason / Description</b>	<b>Reason / Description</b>									
<b>Debtor/ Transferee</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>				
	<b>Business Debtor Name</b>							<b>Ontario Corporation Number</b>		
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
<b>Assignor Name</b>	<b>Assignor Name</b>									
<b>Secured Party</b>	<b>Secured party, lien claimant, assignee</b>									
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>	
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>			<b>V.I.N.</b>		
<b>General Collateral Description</b>	<b>General Collateral Description</b>									

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH NEW MEDIA INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	692776602	2	2	3	3	23DEC 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
692776602		001	001		20131223 1645 1862 2245	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BREAKTHROUGH NEW MEDIA INC.								
	Address				City	Province	Postal Code		
	122 SHERBOURNE STREET				TORONTO	ON	M5A 2R4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	BORDEN LADNER GERVAIS LLP (J.F. DYCK)								
	Address				City	Province	Postal Code		
	40 KING STREET WEST, SUITE 4400				TORONTO	ON	M5H 3Y4		



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Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH PUBLISHING INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	707853069	1	1	1	1	08JUL 2025			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
707853069		001	001		20150708 1622 1862 2837	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BREAKTHROUGH PUBLISHING INC.								
	Address				City	Province	Postal Code		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	MILLER THOMSON LLP								

Address	City	Province	Postal Code
40 KING STREET WEST, SUITE 5800	TORONTO	ON	M5H 3S1

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File Currency: 27JAN 2022



  
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Type of Search	Business Debtor								
Search Conducted On	OAK ROOM PRODUCTIONS INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748282338	1	2	1	3	12FEB 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748282338		001	002		20190212 1056 1862 2543	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	OAK ROOM PRODUCTIONS INC.								
	Address				City	Province	Postal Code		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	ACTRA PERFORMERS' RIGHTS SOCIETY								
	Address				City	Province	Postal Code		
	625 CHURCH STREET, SUITE 300				TORONTO	ON	M4Y 2G1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY PURSUANT TO A SECURITY AGREEMENT MADE BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY IN RESPECT OF THE PRODUCTION CURRENTLY TITLED " THE OAK ROOM " .								
Registering Agent	Registering Agent								
	ACTRA PERFORMERS' RIGHTS SOCIETY								

	Address	City	Province	Postal Code
	625 CHURCH STREET, SUITE 300	TORONTO	ON	M4Y 2G1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	OAK ROOM PRODUCTIONS INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	748282338	1	2	2	3	12FEB 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
748282338		002	002		20190212 1056 1862 2543				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	ACTRA								
	Address				City	Province	Postal Code		
	625 CHURCH STREET, SUITE 300				TORONTO	ON	M4Y2G1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	OAK ROOM PRODUCTIONS INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	750192651	2	2	3	3	16APR 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
750192651		001	1		20190416 1239 6083 1156	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	OAK ROOM PRODUCTIONS INC.								
	Address				City	Province	Postal Code		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	DUNCAN MORIN LLP								
	Address				City	Province	Postal Code		
	60 ATLANTIC AVE., SUITE 200				TORONTO	ON	M6K 1X9		

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File Currency: 27JAN 2022



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Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH POST INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	649927638	1	3	1	8	14NOV 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
649927638		001	001		20081114 0918 1862 3473	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BREAKTHROUGH POST INC.								
	Address				City	Province	Postal Code		
	122 SHERBOURNE STREET				TORONTO	ON	M5A 2R4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	PURSUANT TO A GENERAL SECURITY AGREEMENT AND A GUARANTEE AND								
	POSTPONEMENT OF CLAIM IN CONNECTION WITH AN OFFER LETTER BETWEEN								
	BREAKTHROUGH ENTERPRISES INC. AND HSBC BANK CANADA								

Registering Agent	Registering Agent			
	HEENAN BLAIKIE LLP			
	Address	City	Province	Postal Code
	200 BAY STREET, SUITE 2600	TORONTO	ON	M5J 2J4

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	BREAKTHROUGH POST INC.									
File Currency	27JAN 2022									
	File Number	Family	of Families	Page	of Pages					
	649927638	1	3	2	8					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number				Registered Under	
		01	001		20131105 1938 1531 9206					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required			Renewal Years	Correct Period		
	649927638		X	B RENEWAL			10			
Reference Debtor/ Transferor	First Given Name			Initial	Surname					
	Business Debtor Name									
	BREAKTHROUGH POST INC.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname				
	Business Debtor Name								Ontario Corporation Number	
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		
General Collateral Description	General Collateral Description									

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH POST INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	750406023	2	3	3	8	23APR 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
750406023		001	1		20190423 1102 1902 1357	P PPSA	07		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH FILMS & TELEVISION INC								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	5035 SOUTH SERVICE ROAD				BURLINGTON	ON	L7L 6M9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
			X		X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	PHOTOCOPIERS AND PRINTERS WITH ALL ACCESSORIES								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	ESC CORPORATE SERVICES LTD.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	445 KING STREET WEST, SUITE 400				TORONTO	ON	M5V 1K4		

CONTINUED

<b>Type of Search</b>	Business Debtor									
<b>Search Conducted On</b>	BREAKTHROUGH POST INC.									
<b>File Currency</b>	27JAN 2022									
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>					
	750406023	2	3	4	8					
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>										
	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule Attached</b>	<b>Registration Number</b>			<b>Registered Under</b>		
		001	1		20190816 1533 1901 0270					
<b>Record Referenced</b>	<b>File Number</b>	<b>Page Amended</b>	<b>No Specific Page Amended</b>	<b>Change Required</b>		<b>Renewal Years</b>	<b>Correct Period</b>			
	750406023			E TRANSFER						
<b>Reference Debtor/ Transferor</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>					
	<b>Business Debtor Name</b>									
	BREAKTHROUGH FILMS & TELEVISION INC									
<b>Other Change</b>	<b>Other Change</b>									
<b>Reason / Description</b>	<b>Reason / Description</b>									
<b>Debtor/ Transferee</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>				
	<b>Business Debtor Name</b>								<b>Ontario Corporation Number</b>	
	BREAKTHROUGH POST INC									
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7			
<b>Assignor Name</b>	<b>Assignor Name</b>									
<b>Secured Party</b>	<b>Secured party, lien claimant, assignee</b>									
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>	
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>		<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>									

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	ESC CORPORATE SERVICES LTD.			
	Address	City	Province	Postal Code
	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH POST INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	768386313	3	3	5	8	08DEC 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
768386313		01	004		20201208 1032 8077 8996	P PPSA	3		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	BREAKTHROUGH POST INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	RCAP LEASING INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	5575 NORTH SERVICE RD, STE 300				BURLINGTON	ON	L7L 6M1		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
			X	X	X				X
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	ALL COMPUTER EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED								
	PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES								
	AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	REGISTRY = RECOVERY INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1551 THE QUEENSWAY				TORONTO	ON	M8Z 1T5		

CONTINUED



<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	BREAKTHROUGH POST INC.								
<b>File Currency</b>	27JAN 2022								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	768386313	3	3	6	8	08DEC 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
768386313		02	004		20201208 1032 8077 8996				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS								
	THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND								
	ATTACHMENTS.(1) QSCAN PRO - INCLUDES 4 CONCURRENT FILES, SERVER								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH POST INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	768386313	3	3	7	8	08DEC 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
768386313		03	004		20201208 1032 8077 8996				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	SOFTWARE AND CLIENT CONNECTION (1) SUPPORT - TECHNICAL SUPPORT FOR								
	PERPETUAL LICENSES (1) QSCAN RACKMOUNT WORKSTATION SN 15026135 INCL								
	ALL ACCESSORIES								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	BREAKTHROUGH POST INC.								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	768386313	3	3	8	8	08DEC 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
768386313		04	004		20201208 1032 8077 8996				
Individual Debtor	Date of Birth		First Given Name		Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth		First Given Name		Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

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Type of Search	Business Debtor								
Search Conducted On	2447134 ONTARIO INC								
File Currency	27JAN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	735666867	1	1	1	1	15JAN 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
735666867		001	001		20180115 1302 1862 4062	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2447134 ONTARIO INC.								
	Address				City	Province	Postal Code		
	35 BRITAIN STREET				TORONTO	ON	M5A 1R7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	BDC CAPITAL INC.								
	Address				City	Province	Postal Code		
	121 KING STREET WEST, SUITE 1200				TORONTO	ON	M5H 3T9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	WILDEBOER DELLELCE LLP (PA-M)								

Address	City	Province	Postal Code
365 BAY STREET, SUITE 800	TORONTO	ON	M5H 2V1

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BEFORE ME, THIS 21<sup>st</sup> DAY OF FEBRUARY, 2022



---

A COMMISSIONER FOR TAKING AFFIDAVITS

### **List of Critical Suppliers**

Black Fawn Films Inc.

Adam Barken

The Writers Guild Of Canada

The Canadian Media Producers Association

Black Five Media Inc.

Bsc Solutions Group Ltd.

McGillivray Media Corp.



THIS IS **EXHIBIT “C”** REFERRED TO IN THE  
AFFIDAVIT OF MICHAEL MCGUIGAN SWORN  
BEFORE ME, THIS 21<sup>st</sup> DAY OF FEBRUARY, 2022



---

A COMMISSIONER FOR TAKING AFFIDAVITS

**ASSET PURCHASE AGREEMENT****BREAKTHROUGH ENTERPRISES INC.**

as the Vendor

- and -

1000041001 Ontario Ltd. on behalf of SPIKE & SADIE MEDIA LIMITED PARTNERSHIP  
1000041412

as the Purchaser

**Made as of February 21, 2022**

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ARTICLE 1 INTERPRETATION.....	1
<b>1.1 Definitions</b> .....	1
<b>1.2 Appendices and Schedules</b> .....	6
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<b>1.5 Interpretations</b> .....	6
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## ASSET PURCHASE AGREEMENT

**THIS AGREEMENT** is made as of February 21, 2022 (the “**Execution Date**”).

**B E T W E E N:**

**Breakthrough Enterprises Inc.** (the “**Vendor**”)

- and -

**1000041001 ONTARIO LTD.** as general partner for and on behalf of Spike & Sadie Media Limited Partnership, a corporation organized under the laws of the Province of Ontario (the “**Purchaser**”)

**WHEREAS** the parties wish to enter into this Agreement setting out terms upon which the Purchaser will purchase and assume the Purchased Assets (as defined herein) and Assumed Liabilities (as defined herein) from the Vendor;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the Parties agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement,

- (a) “**Actions**” means any claims, refunds, causes of action, rights of recovery, rights of set-off, subrogation and rights of recoupment of the Vendor related to the Business or any of the Purchased Assets or any of the Assumed Liabilities, and the interest of the Vendor in any litigation and in the proceeds of any judgment, order or decree issued or made in respect thereof in respect of occurrences, events, accidents or losses suffered by the Vendor prior to the Closing Time;
- (b) “**Affiliate**” has the same meaning as “affiliate” under the *Ontario Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;
- (c) “**Agreement**” means this purchase agreement and all Appendices, Exhibits and Schedules attached hereto, in each case as the same may be supplemented,

amended, restated or replaced from time to time; and the expressions “Article”, “Section”, “Schedule” and “Exhibit” followed by a number or letter mean and refer to the specified Article, Section, Schedule or Exhibit of this Agreement;

- (d) “**Applicable Law**” means any statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority that applies in whole or in part to the Transaction, the Purchased Assets, the Vendor or the Purchaser;
- (e) “**Approval Order**” means an approval and vesting order of the Court, *inter alia*, approving the Transaction, and effective upon the delivery of the Proposal Trustee’s Vesting Certificate to the Purchaser, vesting in the Purchaser all of the right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances, which order shall be in the form attached as Schedule “B” hereto;
- (f) “**Assumed Liabilities**” has the meaning given to it in Section 3.1;
- (g) “**Books and Records**” means all customer and supplier lists, and export of the Vendor’s databases for the Purchased Assets, books of account and books and other sales and business records relating or pertaining to the Purchased Assets;
- (h) “**Business**” means the business now carried on by the Vendor;
- (i) “**Business Day**” means any day of the year on which national banking institutions in Toronto, Ontario are open to the public for conducting business and are not required or authorized by Applicable Law to close;
- (j) “**Purchaser**” has the meaning given to it in the preamble to this Agreement;
- (k) “**Closing**” means the completion of the Transaction pursuant to the terms and conditions of this Agreement at the time set forth in Section 8.1 and of all other transactions contemplated by this Agreement that are to occur concurrently with the sale and purchase of the Purchased Assets;
- (l) “**Closing Date**” means the date on which all of the conditions in Sections 7.1 to 7.3 have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date, but subject to the satisfaction and waiver of such conditions), or such other date as may be agreed upon by the Vendor and the Purchaser, provided however that the Closing Date shall be no later than the Outside Date;
- (m) “**Closing Time**” means 12:01 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Vendor and the Purchaser agree that the Closing Time shall take place;
- (n) “**Consent Required Agreement**” has the meaning given to it in Section 3.3(b);

- (o) **“Contract”** means any contract, agreement, lease, sublease, licence, sublicense, sales order, option agreement, instrument, or other commitment, whether written or oral, that is binding on the Vendor or any part of its assets or property (personal, real, tangible, intangible or otherwise) under Applicable Law;
- (p) **“Court”** has the meaning given to it in the recitals to this Agreement;
- (q) **“Cure Costs”** means, in respect of a Consent Required Agreement, the amount that the Purchaser agrees to pay in satisfaction of any monetary defaults thereunder;
- (r) **“Deposit”** means a deposit in an amount equal to \$20,000;
- (s) **“Development Assets”** means the literary, dramatic, musical, artistic, choreographic, and cinematographic works of the Vendor relating only to the development titles set forth hereto in Schedule “A” and any and all components of such titles, including but not limited to plots, stories, storyboards, scripts, pilots, synopses, sketches, concepts, formats, layouts, scenes, settings, set designs, dialogue, characters, appearances, costumes, wardrobe, titles, names, visual effects, graphics, animation, musical arrangements, soundtracks, theme songs, sound effects, ideas, themes, moods, pace, sequences, characteristics, lifestyle, developments, and any and all derivative works of any of the foregoing, including but not limited to adaptations, translations, and sequels thereof, in the conceptual, pre-production or production stage of development;
- (t) **“Development Asset Payments”** has the meaning given to it in Section 4.4;
- (u) **“Encumbrance”** means any security interest, lien, prior claim, charge, hypothec, hypothecation, reservation of ownership, pledge, encumbrance, trust (including any statutory, constructive or deemed trust), mortgage or adverse claim of any nature or kind whatsoever;
- (v) **“Excluded Assets”** has the meaning given to it in Section 2.2;
- (w) **“Excluded Liabilities”** has the meaning given to it in Section 3.2;
- (x) **“Execution Date”** means the date noted on page 1 of this Agreement;
- (y) **“General Conveyance and Assumption Agreement”** means a general conveyance and assumption agreement with respect to the Purchased Assets and the Assumed Liabilities in form and substance acceptable to the Vendor and the Purchaser, acting reasonably;
- (z) **“Governmental Authority”** means: (i) any national, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality; (ii) any subdivision or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of or in lieu of any of the above;



- (aa) **“GST/HST”** means goods and services tax payable under the GST/HST Legislation, including “harmonized sales tax”;
- (bb) **“GST/HST Legislation”** means Part IX of the *Excise Tax Act* (Canada);
- (cc) **“Intellectual Property”** means all rights, interests and benefits of the Vendor, through ownership, licensing or otherwise, in (i) any trademarks, trade names, business names, brand names, services marks, copyrights, trade secrets, industrial designs, inventions, patents, formulas, processes, know how, technology, manufacturing, engineering and other technical drawings and manuals, blue prints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses, social media accounts and social media handles and other communication addresses, and related goodwill solely in connection with the Purchased Assets, and (ii) any applications or registrations of the foregoing, issued patents, continuations in part, divisional applications or analogous rights therefor, in each case whether registered or not in connection with the Purchased Assets;
- (dd) **“Interim Period”** means the period from date of the execution by the Parties of this Agreement to and including the Closing Date;
- (ee) **“NOI Proceeding”** means the proceedings commenced by the Vendor and certain of its subsidiaries on February 1, 2022 under the *Bankruptcy and Insolvency Act* (Canada);
- (ff) **“Outside Date”** means March 7, 2022 or such later date as may be agreed by the Purchaser;
- (gg) **“Parties”** means, collectively, the Vendor and Purchaser and “Party” means any of them;
- (hh) **“Person”** means any individual, partnership, limited partnership, limited liability Vendor, joint venture, syndicate, sole proprietorship, co-operative, Vendor or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;
- (ii) **“Proposal Trustee”** means Dodick Landau Inc. in its capacity as proposal trustee of the Vendor under the *Bankruptcy and Insolvency Act* (Canada);
- (jj) **“Purchase Price”** has the meaning given to it in Section 2.3;
- (kk) **“Purchased Assets”** means the Development Assets, the Purchased Contracts, the Intellectual Property and the Books and Records;
- (ll) **“Purchased Assets Schedule”** means Schedule A to this Agreement;

- (mm) **“Purchased Contracts”** means all Contracts in connection with the Purchased Assets;
- (nn) **“Released Amount”** has the meaning given to it in Section 2.3(c);
- (oo) **“Vendor’s Vesting Certificate”** means the Vendor’s certificate contemplated by the Approval Order;
- (pp) **“Representatives”** means, in respect of any Party, its and its Affiliates’ directors, officers, employees, agents and advisors (including financial and legal advisors);
- (qq) **“Tax”** and **“Taxes”** means all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including (a) those levied on, or measured by, or referred to as income, gross receipts, earnings, profits, capital, corporate, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, license, franchising, real or personal property, payroll, employment, wage, employer health, social services, severance, utility, occupation, premium, windfall, education and social security taxes, all surtaxes, all custom duties and import and export taxes, all license, franchise and registration fees and all employment and unemployment insurance, health insurance and Canada and other government pension plan premiums, workers’ compensation levies, and retirement contributions, including those imposed by any Governmental Authority, and (b) any liability for the payment of any amount of the type described in the immediately preceding clause (a) as a result of being a “transferee” (within the meaning of section 160 of the Tax Act or any other Applicable Laws) of another taxpayer or entity or a member of a related, non-arm’s length, affiliated or combined group;
- (rr) **“Tax Act”** means the *Income Tax Act* (Canada), as amended from time to time;
- (ss) **“Tax Refunds”** means the benefit of the Vendor to any Tax refunds (including in respect of any overpayment of Taxes), rebates or credits (including refundable credits) payable or paid to the Vendor, net of any amounts withheld by any Governmental Authority having jurisdiction over the assessment, determination, collection, or other imposition of any Tax, and the benefit of the Vendor to any claim or right of the Vendor to any such refund, rebate, or credit in respect of Taxes, including in any case any interest thereon received or receivable from any Governmental Authority, but for greater certainty, only to the extent that such refund, rebate or credit relates to a taxable period ending on or before the Closing Date or, in respect of a taxable period that includes but does not end on the Closing Date, the portion thereof up to and including the Closing Date;
- (tt) **“Transaction”** means the purchase of the Purchased Assets and the assumption of the Assumed Liabilities contemplated by this Agreement and any of the other transactions contemplated by this Agreement;

(uu) “**Transfer Taxes**” has the meaning given to it in Section 2.7(a).

## **1.2 Appendices and Schedules**

The following Schedules form part of this Agreement:

<b>Schedule A</b>	<b>Purchased Assets</b>
<b>Schedule B</b>	<b>Form of Approval Order</b>

## **1.3 Statutes**

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended, or to any restated or successor legislation of comparable effect.

## **1.4 Headings and Table of Contents**

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

## **1.5 Interpretations**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. In addition, every use of the words “including” or “includes” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.

## **1.6 Currency**

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

## **1.7 Invalidity of Provisions**

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

## **1.8 Entire Agreement**

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered

pursuant to this Agreement.

## **1.9 Waiver, Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Vendor and the Purchaser. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

## **1.10 Governing Law, Jurisdiction and Venue**

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of or in connection with this Agreement or the Transaction or any part thereof, including all matters of construction, validity and performance, as well as the rights and obligations of the Parties hereunder or thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the courts of the Court for the resolution of any such disputes arising under or in connection with this Agreement. Each Party agrees that service of process on such Party as provided in Section 10.6 shall be deemed effective service of process on such Party.

# **ARTICLE 2 PURCHASE AND SALE**

## **2.1 Purchased Assets**

Subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time and the Vendor agrees to sell, assign, transfer and convey to the Purchaser, and the Purchaser agrees to purchase, assume and accept from the Vendor, free and clear of all Encumbrances, all of the right, title, benefit and interest of the Vendor, if any, in, to and under, or relating to, the Purchased Assets.

## **2.2 Excluded Assets**

Other than the Purchased Assets, the Purchaser expressly understands and agrees that it is not purchasing or acquiring, and Vendor is not selling or assigning, any other assets or properties of Vendor, and all such other assets and properties shall be excluded from the Purchased Assets, including for greater certainty, the Tax Refunds (collectively, the “**Excluded Assets**”).

## **As Is, Where Is**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PURCHASED ASSETS AND THE BUSINESS RELATED THERETO ARE PURCHASED AND THE ASSUMED LIABILITIES ARE ASSUMED BY THE PURCHASER ON AN “AS IS, WHERE IS” BASIS AS THEY SHALL EXIST AT THE CLOSING DATE WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR

WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE PURCHASED ASSETS, THE BUSINESS AND THE ASSUMED LIABILITIES, AND WITHOUT ANY RECOURSE TO THE VENDOR OR ANY OF ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS OR ADVISORS. THE PURCHASER AGREES TO ACCEPT THE PURCHASED ASSETS, THE BUSINESS RELATED THERETO AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING DATE BASED ON THE PURCHASER'S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE VENDOR, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless specifically stated in this Agreement, the Purchaser acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by the Vendor in this Agreement or in any instrument furnished in connection with this Agreement, as to description, fitness for purpose, sufficiency to carry on any business, merchantability, quantity, condition, latent defects, quality, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever, and all of the same are expressly excluded. The provisions of this Section 0 shall survive and not merge on Closing.

### 2.3 Purchase Price

The Purchase Price payable by the Purchaser to the Vendor for the Purchased Assets shall be:

- (a) in cash of readily available funds the amount of \$100,000;
  - (b) the total amount of Development Asset Payments paid by the Vendor beginning from the commencement of the NOI Proceedings until Closing of the Transaction;
  - (c) the release by Mr. Ira Levy of all amounts owing by the Vendor to Mr. Ira Levy, including any right to receive a dividend or distribution in the NOI proceedings or generally under the *Bankruptcy and Insolvency Act* (Canada)(the “**Released Amount**”); plus
  - (d) the amount of the Assumed Liabilities
- (collectively, the “**Purchase Price**”).

### 2.4 Deposit

Within two Business Days after the Execution Date, the Purchaser shall pay the Deposit to the Vendor's solicitors. The Deposit shall be held, pending Closing, by the Vendor's solicitors in a non-interest-bearing trust account. The Deposit shall be dealt with in the following manner:

- (a) if the Transaction is completed, the Deposit will be applied against the Purchase Price payable on the Closing Date;

- (b) if the Transaction is not completed due to (i) the failure of the Vendor to complete any of its obligations as set out in the Agreement, or (ii) if any of the conditions for the benefit of the Purchaser (including those conditions for the mutual benefit of the Vendor and Purchaser) as set out in this Agreement have not been met and are not waived by the Outside Date, or (iii) if this Agreement is terminated under Subsection 9.1 (b) or (c) provided that the Vendor is not in material breach of this Agreement, or Subsection 10.1(d), then the Deposit will be released from trust and returned to the Vendor or the Vendor's solicitors via wire transfer on the earlier of the Outside Date and the date of the termination of the Agreement;
- (c) if the Transaction is not completed for any reason other than as set out in Subsection 2.4(b), then the Deposit will be released from trust and forfeited and paid to the Vendor, or as the Vendor may otherwise direct, as liquidated damages. The Vendor retains its right to claim any additional damages and/or pursue all other available remedies arising from the Transaction not being completed for such reason.

## **2.5 Satisfaction of Purchase Price**

At the Time of Closing, the Purchase Price will be satisfied as follows:

- (a) the assumption by the Purchaser of the Assumed Liabilities;
- (b) the release by Mr. Ira Levy of the Released Amount;
- (c) the application of the Deposit against the Purchase Price; and
- (d) the payment by the Purchaser of the remaining amount of the Purchase Price by wire transfer of immediately available funds to an account of the Vendor specified in writing by the Vendor.

## **2.6 Purchase Price Allocation**

The Purchaser shall, acting reasonably, prepare and deliver to the Vendor an allocation of Purchase Price among the Purchased Assets within 120 days following Closing. Such allocation shall be binding on the Vendor and Purchaser, and the Vendor and Purchaser will file all Tax returns in a manner consistent with such allocation.

## **2.7 Tax Matters**

- (a) All amounts payable by the Purchaser pursuant to this Agreement are exclusive of any GST/HST and all transfer, documentary, sales, use, registration and provincial sales Taxes arising in connection with the sale, conveyance, assignment and transfer of the Purchased Assets to the Purchaser (collectively, "**Transfer Taxes**"). The Purchaser will be solely liable and responsible for and will pay, if required by Applicable Law, all Transfer Taxes (and within the time periods required thereunder). The Parties will cooperate with each other in good faith and will use commercially reasonable efforts to assist the Purchaser in mitigating such Taxes. If the Vendor is required by any Applicable Law or by administration thereof to

collect any applicable Transfer Taxes from the Purchaser, the Purchaser will pay such amounts to the Vendor concurrent with the payment of any consideration payable pursuant to this Agreement or, if arising after Closing, forthwith, and the Vendor will pay such amounts to the applicable Governmental Authority on a timely basis and otherwise in accordance with Applicable Laws.

- (b) The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of all Transfer Taxes payable by the Purchaser in connection with the purchase of the Purchased Assets, including penalties and interest thereon and any liability or costs incurred as a result of any failure by the Purchaser to pay such Taxes when due.
- (c) The Parties agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax return, claim for refund or other required filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters and for the answer to any inquiry of any Governmental Authority relating to Tax matters.

### **ARTICLE 3**

#### **ASSUMED LIABILITIES AND EXCLUDED LIABILITIES**

##### **3.1 Assumed Liabilities**

Subject to Closing, the Purchaser agrees to assume, pay, discharge, perform, as the case may be, from and after the Closing Time, the following obligations and liabilities of the Vendor with respect to the Purchased Assets (collectively, the “**Assumed Liabilities**”), which Assumed Liabilities shall exclude the Excluded Liabilities and shall consist solely of:

- (a) all obligations and liabilities under the Purchased Contracts to the extent arising and relating to the period on or after the Closing Date; and
- (b) all obligations and liabilities related to the operation of the Purchased Assets on or after the Closing Date.

##### **3.2 Excluded Liabilities**

Except as expressly assumed by the Purchaser pursuant to Section 3.1, the Purchaser shall not assume, accept or undertake any debt, obligation, duty or liability of the Vendor of any kind or nature whatsoever, whether accrued, contingent, known or unknown, express or implied, direct or indirect, liquidated or unliquidated, contingent or otherwise, and whether due or to become due (the “**Excluded Liabilities**”), which Excluded Liabilities, without limitation, shall include the following liabilities or obligations:

- (a) all liabilities, obligations, present and future Actions, causes of action, lawsuits, damages, judgements, executions or claims relating to or arising out of the conduct



or operation of the Business or the Purchased Assets prior to the Closing Date, including all liabilities, obligations, claims and causes of action relating to or arising from breaches of contract, violations of Applicable Law or tortious or illegal conduct;

- (b) all liabilities and obligations relating to the Excluded Assets;
- (c) all liabilities and obligations for (i) all Taxes of the Vendor for any Tax period; all Taxes relating to the Purchased Assets for periods (or any portion thereof) ending on or prior to the Closing Date, including any Taxes based upon operation, possession, use or ownership of the Purchased Assets, (ii) any Taxes in respect of any payments to Persons employed or retained in connection with the Business in respect of any period prior, and any related obligation to withhold or remit Taxes, even though a claim may be made after the Closing Date, and (iii) any Taxes relating to the Excluded Assets;
- (d) all liabilities and obligations relating to the employment or the termination of the employment of any employees of the Vendor; and
- (e) all liabilities of the Vendor to its debtholders and other creditors.

### 3.3 Purchased Contracts

- (a) The Vendor will use commercially reasonable efforts to obtain the consents necessary to permit the assignment to, and assumption by, the Purchaser of all the Purchased Contracts and the Assumed Liabilities in respect thereof to be assigned to and assumed by the Purchaser pursuant to this Agreement, provided that except as provided for in this Agreement, such efforts will not require the Vendor to pay any amounts. The Purchaser will provide its reasonable cooperation to assist the Vendor in obtaining such consents.
- (b) Nothing in this Agreement will constitute an agreement to assign or an attempted assignment of non-assignment rights or any Contract for which requisite consent has not been obtained (a “**Consent Required Agreement**”) or which as a matter of Applicable Law or by its terms is not assignable. The Vendor will use commercially reasonable efforts to obtain an Assignment Order, and in connection with obtaining such Assignment Order, the Purchaser shall be required to pay any Cure Costs to the counter-party of such Consent Required Agreement.

## ARTICLE 4 REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants as follows to the Purchaser as of the date hereof and acknowledge and confirm that the Purchaser is relying upon the following representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:



#### **4.1 Existence**

The Vendor is a corporation duly incorporated or established and validly existing under the laws of its governing jurisdiction and is duly qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions in which the nature of its assets or business makes such qualification necessary.

#### **4.2 Corporate Power**

Subject to the Approval Order, the Vendor has the requisite power to enter into, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to own its assets and to carry on its business as it is being conducted.

#### **4.3 Residence of the Vendor and Vendor**

The Vendor is not a non-resident of Canada for the purposes of the Tax Act.

#### **4.4 Payment of Required Expenses**

The Vendor shall pay the required option or other payments required to be paid in respect of the Purchased Assets as set out in the cash flows filed by the Vendor in the NOI Proceedings (the “Development Asset Payments”).

#### **4.5 Due Authorization and Enforceability of Obligations**

Subject to the issuance of the Approval Order, this Agreement has been duly and validly executed by the Vendor and constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with its terms.

### **ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser represents and warrants to the Vendor as follows, and acknowledges that the Vendor is relying upon the following representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

#### **5.1 Existence**

The Purchaser is a corporation duly incorporated or established and validly existing under the laws of its governing jurisdiction and is duly qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions in which the nature of its assets or business makes such qualification necessary.

#### **5.2 Corporate Power**

Subject to the Approval Order, the Purchaser has the requisite power to enter into, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to own its assets and to carry on its business as it is being conducted.

### **5.3 Due Authorization and Enforceability of Obligations**

Pursuant to the Appointment Order, and subject to the issuance of the Approval Order, this Agreement has been duly and validly executed by the Vendor and constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with its terms.

### **5.4 Residence of The Purchaser**

The Purchaser is not a non-resident of Canada for the purposes of the Tax Act.

### **5.5 Due Authorization and Enforceability of Obligations**

The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action of the Purchaser. This Agreement has been duly and validly executed by the Purchaser and constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms.

### **5.6 GST/HST Legislation**

The Purchaser will be registered for purposes of the GST/HST Legislation prior to Closing and shall provide the Vendor with its registration number prior to Closing.

### **5.7 Diligence**

The Purchaser acknowledges and agrees that: (a) it is purchasing the Purchased Assets and assuming the Assumed Liabilities on an “as is, where is” basis; (b) it has relied upon its own independent review, investigation and inspection of the documents and information made available by or on behalf of the Vendor or the Vendor for the purpose of the Transaction; (c) except as expressly set forth in this Agreement, it is not relying upon any written or oral statements, documents, information, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Purchased Assets, the Business or the Assumed Liabilities; and (d) the obligations of the Purchaser under this Agreement are not conditional upon any additional due diligence.

### **5.8 Adequate Funds**

The Purchaser has adequate funds available in an aggregate amount sufficient to pay: (a) all amounts required to be paid by the Purchaser under this Agreement; and (b) all expenses which have been or will be incurred by the Purchaser in connection with this Agreement and the Transaction.

### **5.9 No Violation**

The execution and delivery of this Agreement by the Purchaser and the consummation of the Transactions herein provided for will not result in the violation of, or constitute a default under, or conflict with or cause the acceleration of any obligation of the Purchaser under:

- (a) any Contract to which the Purchaser is a party or by which it is bound;

- (b) any judgment, decree, order or award of any court, governmental body or arbitrator having jurisdiction over the Purchaser; or
- (c) any Applicable Law, save and except for those matters set out as conditions to Closing.

## ARTICLE 6 OTHER AGREEMENTS

### 6.1 Conduct Prior To Closing

During the Interim Period, the Vendor shall:

- (a) maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof;
- (b) not amend any Purchased Contract without the consent of the Purchaser;
- (c) comply in all material respects with all Applicable Laws relating to the use of the Purchased Assets; and
- (d) make the required Development Asset Payments.

## ARTICLE 7 CONDITIONS

### 7.1 Conditions for The Benefit of The Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions to be fulfilled or performed at or prior to the Closing:

- (a) **Truth of Representations and Warranties.** The respective representations and warranties of the Vendor and the Vendor contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date (except for those representations and warranties that are made as of a specific time or date), which shall be certified by the Vendor, as the case may be, pursuant to the certificate delivered by the Vendor to the Purchaser at Closing;
- (b) **Performance of Covenants.** The Vendor and the Vendor shall have performed, in all material respects, each of their covenants and agreements to be performed by them at or prior to the Closing, which shall be certified by the Vendor and the Vendor, as the case may be, pursuant to certificates delivered by each of the Vendor and the Vendor to the Purchaser at Closing;
- (c) **Deliverables.** The Vendor must have delivered to the Purchaser the documents contemplated in Section 8.2, in each case in form and substance satisfactory to the Purchaser, acting reasonably; and

- (d) **Assignment Order.** If requested by the Purchaser to cause the assignment of a Consent Required Agreement, the Court shall have issued an Assignment Order in respect of such Consent Required Agreement, such Assignment Order shall be in form and substance acceptable to the Purchaser in its sole discretion, and such Assignment Order shall have become final and shall not have been appealed, vacated, stayed, varied or amended without the consent of the Purchaser.

The conditions in this Section 7.1 are for the exclusive benefit of the Purchaser. Any condition in this Section 7.1 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part.

## 7.2 Conditions for The Benefit of The Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions to be fulfilled or performed at or prior to the Closing:

- (a) **Truth of Representation and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and of such date (except for those representations and warranties that are made as of a specific time or date), which shall be certified by the Purchaser pursuant to a certificate delivered to the Vendor at Closing;
- (b) **Performance of Covenants.** The Purchaser must shall have performed, in all material respects, each of its covenants and agreements to be performed by it at or prior to the Closing, which shall be certified by the Purchaser pursuant to a certificate delivered to the Vendor at Closing; and
- (c) **Deliverables.** The Purchaser must have delivered to the Vendor the documents contemplated in Section 8.3, in each case in form and substance satisfactory to the Vendor, acting reasonably.

The conditions in this Section 7.2 are for the exclusive benefit of the Vendor. Any condition in this Section 7.2 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part.

## 7.3 Mutual Conditions

The obligation of the Purchaser and the Vendor to complete the Transaction is subject to the following conditions to be fulfilled or performed at or prior to the Closing:

- (a) **No Legal Action.** No provision of any Applicable Laws and no judgment, injunction, order or decree by any Person that prohibits the consummation of the Transaction pursuant to and in accordance with this Agreement shall be in effect, pending or threatened;
- (b) **Approval Order.** The Court shall have issued the Approval Order in form and substance acceptable to the Vendor and the Purchaser, and such Approval Order

shall have become final and shall not have been appealed, vacated, stayed, varied or amended without the consent of the Purchaser.

The conditions in this Section 7.3 are for the mutual benefit of the Purchaser and the Vendor. Any condition in this Section 7.3 may be waived jointly by the Purchaser and the Vendor in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part.

## **ARTICLE 8 CLOSING**

### **8.1 Date, Time and Place of Closing**

The completion of the Transaction will take place at the offices of Weisz Fell Kour LLP, at Royal Bank Plaza, South Tower 200 Bay Street, Suite 2305, Toronto, Ontario M5J 2J3 at 10:00 a.m. (Toronto time) on the Closing Date, or at such other place (including virtually through electronic exchange of documents), on such other date and at such other time as may be agreed upon in writing by the Parties. Notwithstanding the foregoing, the Parties acknowledge and agree that the Transaction will be deemed to have closed effective as of the Closing Time.

### **8.2 Vendor Deliverables at Closing**

At Closing, the Vendor will deliver or cause to be delivered to the Purchaser the following:

- (a) the General Conveyance and Assumption Agreement signed by the Vendor and the Vendor;
- (b) if applicable, the elections referred to in Section 2.7, in each case signed by the Vendor;
- (c) the certificate of the Vendor referred to in Section 7.1;
- (d) the Vendor's Vesting Certificate; and
- (e) all other documents reasonably requested by the Purchaser to be entered into or delivered by the Vendor or the Vendor at Closing pursuant to the terms of this Agreement.

### **8.3 Purchaser Deliverables at Closing**

At Closing, the Purchaser will deliver or cause to be delivered to the Vendor the following:

- (a) the payments contemplated by Section 2.3;
- (b) the General Conveyance and Assumption Agreement signed by the Purchaser;
- (c) if applicable, the elections referred to in Section 2.7, in each case signed by the Purchaser;

- (d) release in favour of the Vendor executed by Mr. Ira Levy in respect to the Released Amount;
- (e) the certificates of the Purchaser referred to in Section 7.2;
- (f) the Purchaser's GST/HST registration number; and
- (g) all other documents reasonably requested by the Vendor to be entered into or delivered by the Purchaser at Closing pursuant to the terms of this Agreement.

#### **8.4 Possession of Assets**

The Purchased Assets shall be and remain until Closing at the risk of the Vendor. On Closing, the Purchaser shall take possession of the Purchased Assets where situate at Closing.

### **ARTICLE 9 TERMINATION**

#### **9.1 Termination**

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of the Vendor and the Purchaser;
- (b) by the Vendor or the Purchaser, if the Closing has not occurred on or before the Outside Date; provided, however, that if the Closing shall not have occurred on or before the Outside Date due to a material breach by a Party of any representation, warranty, covenant or agreement contained in this Agreement, then the breaching Party may not terminate this Agreement pursuant to this Section 9.1(b);
- (c) by the Vendor, if there has been a material violation or breach by the Purchaser of any covenant, representation or warranty and such violation or breach has not been waived by the Vendor or cured within five Business Days after written notice thereof from the Vendor to the Purchaser, unless the Vendor is in material breach of its obligations under this Agreement; and
- (d) by the Purchaser, if there has been a material violation or breach by the Vendor or the Vendor of any covenant, representation or warranty and such violation or breach has not been waived by the Purchaser or cured within five Business Days after written notice thereof from the Purchaser to the Vendor or the Vendor, unless the Purchaser is in material breach of its obligations under this Agreement.

#### **9.2 Effect of Termination**

In the event of termination of this Agreement in accordance with its terms, this Agreement shall become void and of no further force and effect, except for Section 1.10 (Governing Law, Jurisdiction and Venue), Section 2.4 (Deposit) and Article 10 (General Matters), each of which shall survive termination. Nothing in this Section 9.2 shall be deemed to relieve any Party from

liability for any breach of this Agreement or to impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

## **ARTICLE 10 GENERAL MATTERS**

### **10.1 Further Assurances**

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other Parties such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

### **10.2 Survival**

None of the representations, warranties, agreements or covenants of any of the Parties set forth in this Agreement shall survive Closing, except for Section 1.10 (Governing Law), Article 10 (General Matters) and any other covenant or agreement that by its express terms is to survive or to be performed after Closing, in each case solely to the extent they are to be performed or operate by their express terms after the Closing.

### **10.3 Expenses**

Each of the Vendor and the Purchaser shall be responsible for the expenses (including fees and expenses of legal advisers, accountants and other professional advisers) incurred by them, respectively, in connection with the negotiation of this Agreement and the completion of the Transaction.

### **10.4 Time of the Essence**

Time will be of the essence in this Agreement.

### **10.5 Successors and Assigns**

This Agreement may not be assigned by the Vendor or the Vendor without the prior written consent of the Purchaser. This Agreement may not be assigned by the Purchaser without the prior written consent of the Vendor.

### **10.6 Notices**

Any notice or other communication under this Agreement shall be in writing and may be delivered personally, by courier or by email, addressed:

If to the Purchaser at:

**SPIKE & SADIE MEDIA**  
403 Glencairn Avenue  
Toronto, ON M5R 1V2

Attention: Ira Levy

E-mail: ilevy@breakthroughentertainment.com

with a copy to: **John Barrack, Barrister and Solicitor**  
500B-229 Yonge Street  
Toronto, ON M5B 1N9

Attention: John Barrack  
E-mail: john@johnbarrack.com

If to the Vendor or the Vendor at:

**BREAKTHROUGH ENTERPRISES INC.**  
157 Princess Street, C300  
Toronto, ON M5A 0B1

Attention: Michael McGuigan  
E-mail: mmcguigan@breakthroughentertainment.com

with a copy to: **Weisz Fell Kour LLP**  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

Attention: Sharon Kour  
E-mail: skour@wfkllaw.ca

Any such notice of other communication, if given by personal delivery or by courier, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by email before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Toronto time) on a Business Day or on a day that is not a Business Day, will be deemed to have been given on the next Business Day after the date of the transmission.

## 10.7 Amendment

This Agreement may be amended as to all Parties by instrument in writing signed by the Purchaser and the Vendor.

## 10.8 Counterparts, Electronic Signatures

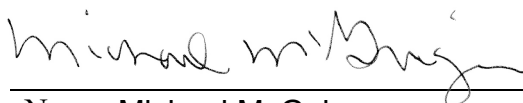
This Agreement may be signed in any number of counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by email, PDF or other electronic format or transmission which, for all purposes, shall be deemed to be an original signature.

*[The remainder of this page has been left intentionally blank.]*



**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date first written above.

**BREAKTHROUGH ENTERPRISES INC.**

Per:   
Name: Michael McGuigan  
Title: Chief Financial Officer

**1000041001 ONTARIO LTD. ON BEHALF OF  
SPIKE & SADIE MEDIA LIMITED  
PARTNERSHIP 1000041412**

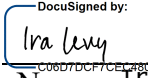
Per: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date first written above.

**BREAKTHROUGH ENTERPRISES INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**1000041001 ONTARIO LTD. ON BEHALF OF  
SPIKE & SADIE MEDIA LIMITED  
PARTNERSHIP 1000041412**

Per:  \_\_\_\_\_  
Name: Ira Levy  
Title: president

**SCHEDULE A**  
**PURCHASED ASSETS SCHEDULE**

1. Black Star
2. Common Grounds
3. Francie Lanoo
4. Live, Nude Girls
5. Locke
6. Master and Madame Z
7. Muskoka Vortex
8. The 6ix
9. Speak of the Devil
10. Neon Nights

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
RSC 1985, c B-3, AS AMENDED

Court File No. 31-2801364  
Estate File No. 31-2801364

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE  
CITY OF TORONTO IN THE PROVINCE OF ONTARIO

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

Proceedings commenced at Toronto

**AFFIDAVIT OF MICHAEL MCGUIGAN**

**WEISZ FELL KOUR LLP**

Royal Bank Plaza, South Tower  
200 Bay Street  
Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

**Sharon Kour** LSO No. 58328D

Email: skour@wfkllaw.ca

Tel.: 416.613.8283

**Shaun Parsons** LSO No. 81240A

Email: sparsons@wfkllaw.ca

Tel.: 416.613.8284

Fax: 416.613.8290

**Lawyers for Breakthrough  
Enterprises Inc.**

**TAB 3**

Court File No. 31-2801364  
Estate File No. 31-2801364

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

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

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY  
OF TORONTO IN THE PROVINCE OF ONTARIO**

**ORDER  
(Re Administrative Consolidation and Related Relief)**

**THIS MOTION** made by Breakthrough Enterprises Inc. (the “**Company**”) was heard this day by video conference due to the COVID-19 crisis.

**ON READING** the Affidavit of Michael McGuigan, affirmed February 21, 2022, and the First Report of Dodick Landau Inc. in its capacity as proposal trustee (the “**Proposal Trustee**”), and on hearing the submissions of respective counsel for the Company, the Proposal Trustee, HSBC Bank Canada and such other counsel as were present as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Shaun Parsons affirmed February 1, 2022, filed:

**SERVICE**

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

**PROCEDURAL CONSOLIDATION**

2. **THIS COURT ORDERS** that, without prejudice to the right of any party to seek or oppose substantive consolidation in respect of any or all of the following proceedings:

- (a) the present proceeding;
- (b) the matter of the notice of intention to make a proposal of Breakthrough Entertainment Inc., Estate and Court File No. 31-2801365;
- (c) the matter of the notice of intention to make a proposal of Breakthrough Films & Television Inc., Estate and Court File No. 31-2801367;
- (d) the matter of the notice of intention to make a proposal of Breakthrough Merchandising Inc., Estate and Court File No. 31-2801368;
- (e) the matter of the notice of intention to make a proposal of Breakthrough New Media Inc., Estate and Court File No. 31-2801369;
- (f) the matter of the notice of intention to make a proposal of Breakthrough Post Inc., Estate and Court File No. 31-2801370;

- (g) the matter of the notice of intention to make a proposal of Breakthrough Publishing Inc., Estate and Court File No. 31-2801371;
- (h) the matter of the notice of intention to make a proposal of Oak Room Productions Inc., Estate and Court File No. 31-2801373; and
- (i) the matter of the notice of intention to make a proposal of 2447134 Ontario Inc., Estate and Court File No. 31-2801374

(collectively, the “**NOI Proceedings**”)

the NOI Proceedings shall be procedurally consolidated and the Proposal Trustee shall be authorized and directed to administer the NOI Proceedings on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities as trustee under the *Bankruptcy and Insolvency Act* (the “**BIA**”), including, without limitation, the following:

- (a) sending notices to creditors of Breakthrough Enterprises Inc., Breakthrough Entertainment Inc., Breakthrough Films & Television Inc., Breakthrough Merchandising Inc., Breakthrough New Media Inc., Breakthrough Post Inc., Breakthrough Publishing Inc., Oak Room Productions Inc., and 2447134 Ontario Inc. (collectively, the “**NOI Entities**”) pursuant to one consolidated notice;
- (b) calling and conducting any meetings of creditors of the NOI Entities pursuant to one combined advertisement and one meeting;
- (c) issuing consolidated reports in respect of the estates of the NOI Entities;



- (d) preparing, filing, advertising and distributing any and all filings and/or notices relating to the administration of the estates of the NOI Entities on a consolidated basis; and
- (e) bringing motions to this Honourable Court on a consolidated basis.

3. **THIS COURT ORDERS** that the single Estate and Court File Number 31-2801364 (the “**Consolidated Court File**”) and the following title of proceeding of shall be assigned to the NOI Proceedings:

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY OF  
TORONTO IN THE PROVINCE OF ONTARIO**

**AND IN THE MATTER OF EIGHT RELATED INTENDED PROPOSALS**

4. **THIS COURT ORDERS** that a copy of this Order shall be filed by the NOI Entities in the court file for each of the NOI Proceedings but that any other document required to be filed in any of the NOI Proceedings shall hereafter only be required to be filed in the Consolidated Court File.

5. **THIS COURT ORDERS** that for avoidance of doubt, any motion, application or action, including the herein motion, in respect of the NOI Entities or any of them shall be brought and filed in the Consolidated Court File and if so brought and filed it shall be deemed brought and filed in each of the NOI Proceedings, as appropriate, without prejudice to any rules of civil procedure or otherwise that are applicable.

6. **THIS COURT ORDERS** that the procedural consolidation of the NOI Proceedings shall not:

- (a) affect the separate legal status and structures of any of the NOI Entities;
- (b) cause any of the NOI Entities to be liable for any claim for which it otherwise is not liable; or
- (c) affect the Proposal Trustee's or a creditor's right to seek to disallow any claim, including on the basis that such claim is a duplicative claim.

#### **EXTENSION OF TIME TO FILE A PROPOSAL**

7. **THIS COURT ORDERS** that pursuant to Section 50.4(9) of the BIA, the time for the NOI Entities to file a proposal with the Official Receiver be and is hereby extended up to and including April 17, 2022 (the "**Stay Period**").

#### **CONTINUATION OF SERVICES**

8. **THIS COURT ORDERS** that during the Stay Period, all persons having oral or written agreements with the NOI Entities or statutory or regulatory mandates for the supply of goods and/or services 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 NOI Entities, provided in each case that the normal prices or charges for such goods or services received after the date of this Order are paid by the NOI Entities in accordance with normal payment practices of the NOI Entities or other practices as may be agreed upon by the supplier or service provider and each of the NOI Entities and the Proposal Trustee, or as may be ordered by this Court.

9. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the NOI Entities shall be entitled, but not required, to pay with the written approval of the Proposal Trustee amounts owing to any supplier (a “**Critical Supplier**”) for goods or services actually supplied to the NOI Entities prior to February 1, 2022 if, in the opinion of the NOI Entities, such payment is necessary to maintain the uninterrupted operations of the business and, without limiting the generality of the foregoing, declaring that each of the entities listed in Schedule “A” hereto is a Critical Supplier for the purposes of this paragraph 9.

#### **HSBC BANK CANADA**

10. **THIS COURT ORDERS** that HSBC, in respect of its secured facilities made available to certain of the NOI Entities, shall be and remain an unaffected creditor in respect of any proposal made by the NOI Entities in respect of all amounts owing to it by any of the NOI Entities and that all of HSBC’s rights and remedies in respect of the NOI Entities are not subject to the stay of proceedings or any other aspects of the NOI Proceedings, nor shall HSBC be impacted by any outcome of the NOI Proceedings, and shall continue in full force and effect, unaffected.

11. **THIS COURT ORDERS** that the NOI Entities shall make monthly payments in the aggregate amount of \$11,000 from cash flow during the NOI Proceedings in permanent reduction of the secured indebtedness owing by the NOI Entities pursuant to a Segment 3 Non-Revolving Demand Facility, and that such payments shall not constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

**GENERAL**

12. **THIS COURT ORDERS AND DECLARES** that each of the NOI Entities had the requisite corporate authority to file its respective notice of intention to file a proposal under the BIA and commence the NOI Proceedings.

13. **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 NOI Entities, the Proposal Trustee and their respective 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 NOI Entities and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the NOI Entities and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

14. **THIS COURT ORDERS** that any interested party (including the NOI Entities and the Proposal Trustee) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

15. **THIS COURT ORDERS** that notwithstanding Rule 59.05, this Order is effective from 12:01 a.m. on the date that it is made and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing.

**Schedule “A”**  
**List of Critical Suppliers**

Black Fawn Films Inc.

Adam Barken

The Writers Guild Of Canada

The Canadian Media Producers Association

Black Five Media Inc.

BSC Solutions Group Ltd.

McGillivray Media Corp.

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**Court File No. 31-2801364  
Estate File No. 31-2801364**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY  
OF TORONTO IN THE PROVINCE OF ONTARIO**

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

*Proceedings commenced at Toronto*

**ORDER**

**WEISZ FELL KOUR LLP**  
Royal Bank Plaza, South Tower  
200 Bay Street  
Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

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Tel.: 416.613.8283

**Shaun Parsons** LSO No. 81240A  
Email: sparsons@wfklaw.ca  
Tel.: 416.613.8284

Fax: 416.613.8290

**Lawyers for Breakthrough Enterprises Inc.**

## TAB 4

Court File No. 31-2801364  
Estate File No. 31-2801364

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

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

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY  
OF TORONTO IN THE PROVINCE OF ONTARIO**

**ORDER  
(Approval and Vesting Order)**

**THIS MOTION**, made by Breakthrough Enterprises Inc. (the “**Company**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Purchase Agreement**”) between the Company and 1000041001 Ontario Ltd. on behalf of Spike & Sadie Media Limited Partnership 1000041412 (in such capacity, the “**Purchaser**”) made as of February 21, 2022, pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), was heard this day by way of video conference due to the COVID-19 crisis.

**ON READING** the Affidavit of Michael McGuigan, affirmed February 21, 2022, the First Report of Dodick Landau Inc. in its capacity as proposal trustee (the “**Proposal Trustee**”), dated February ●, 2022, and, on hearing the submissions of counsel for the Company, the Proposal



Trustee, HSBC Bank Canada and such other counsel as appearing on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Shaun Parsons sworn, February 1, 2022, filed:

### **SERVICE**

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

### **APPROVAL OF THE TRANSACTION**

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement is hereby authorized and approved, with such minor amendments as the Proposal Trustee may deem necessary. The Company is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser as described in the Purchase Agreement.

### **VESTING OF ASSETS**

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Proposal Trustee's Certificate**"), all of the Company's right, title and interest in and to the Purchased Assets (as defined and described in the Purchase Agreement) shall vest absolutely in and to the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, WFK:00036089.1

statutory, or otherwise), liens, executions, levies, charges, claims of ownership or authorship, adverse claims, licenses or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise or any encumbrance of any nature which, in substance, secures payment or performance of an obligation (all of which are collectively referred to as “**Claims**”) and, for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee’s Certificate, all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the consummation of the Transaction, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee’s Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these Proposal Proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Company;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company and shall not be void or voidable by creditors of the Company, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **GENERAL**

7. **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 Company, the Proposal Trustee and their respective 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 Company and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that each of the Company and the Proposal Trustee 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 Proposal Trustee 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.

9. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing.

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**Schedule A – Form of Proposal Trustee’s Certificate**

Court File No.  
Estate No.

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

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY OF  
TORONTO IN THE PROVINCE OF ONTARIO**

**AND IN THE MATTER OF EIGHT RELATED INTENDED PROPOSALS**

**PROPOSAL TRUSTEE’S CERTIFICATE**

**RECITALS**

A. On February 1, 2022, Breakthrough Enterprises Inc. (“**Breakthrough**”) and eight related entities each filed a Notice of Intention to Make a Proposal (“**NOI**”) under the *Bankruptcy and Insolvency Act*.

B. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 1, 2022, the Court approved the agreement of purchase and sale made as of February 21, 2022 (the “**Purchase Agreement**”) between Breakthrough and 1000041001 Ontario Ltd. on behalf of Spike & Sadie Media Limited Partnership 1000041412 (the “**Purchaser**”) and provided for the vesting in the Purchaser of Breakthrough’s right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), which vesting is to be effective with

respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 7 of the Purchase Agreement have been satisfied or waived by Breakthrough and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Purchase Agreement;
2. The conditions to Closing as set out in Article 7 of the Purchase Agreement have been satisfied or waived by Breakthrough and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.
4. This Certificate was delivered by the Proposal Trustee at \_\_\_\_\_ on \_\_\_\_\_.

**Dodick Landau Inc., in its capacity as Proposal Trustee of Breakthrough Enterprises Inc., and not in its personal or corporate capacity**

Per: \_\_\_\_\_  
 Name:  
 Title:

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

Court File No. 31-2801364  
Estate File No. 31-2801364

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY  
OF TORONTO IN THE PROVINCE OF ONTARIO**

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

*Proceedings commenced at Toronto*

**ORDER**  
**(Approval and Vesting Order)**

**WEISZ FELL KOUR LLP**  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2305, P.O. Box 120  
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**Lawyers for Breakthrough Enterprises Inc.**

## TAB 5



Revised: January 21, 2014

Court File No. ~~\_\_\_\_\_~~ 31-2801364

Estate File No. 31-2801364

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

THE HONOURABLE ~~\_\_\_\_\_~~ MADAM ) ~~WEEKDAY~~ TUESDAY, THE # 1ST  
 JUSTICE ~~\_\_\_\_\_~~ CONWAY )  
 ) DAY OF ~~MONTH~~ MARCH, ~~20YR~~ 2022

**B E T W E E N:-**

~~**PLAINTIFF**~~

~~Plaintiff~~

~~—and—~~

~~**DEFENDANT**~~

~~Defendant~~

~~**APPROVAL AND VESTING**~~

IN THE MATTER OF THE *BANKRUPTCY AND*  
*INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY  
OF TORONTO IN THE PROVINCE OF ONTARIO

**ORDER**  
(Approval and Vesting Order)

**THIS MOTION**, made by ~~[RECEIVER'S NAME]~~ in its capacity as the Court appointed receiver Breakthrough Enterprises Inc. (the "~~Receiver~~") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "~~Debtor~~") "Company", for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "~~Sale~~" "Purchase")

- 2 -

Agreement") between the ~~Receiver~~Company and ~~[NAME OF PURCHASER]~~ (the "Purchaser") dated ~~[DATE]~~ and appended to the Report of the Receiver dated ~~[DATE]~~ (the "Report"), and vesting in 1000041001 Ontario Ltd. on behalf of Spike & Sadie Media Limited Partnership 1000041412 (in such capacity, the "~~Purchaser~~ ~~the Debtor's right, title and interest in and to the assets described in the Sale Agreement~~") made as of February 21, 2022, pursuant to the Bankruptcy and Insolvency Act, RSC 1985, c B-3, as amended (the "~~Purchased Assets~~" "BIA"), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by way of video conference due to the COVID-19 crisis.

ON READING the ~~Report~~Affidavit of Michael McGuigan, affirmed February 21, 2022, the First Report of Dodick Landau Inc. in its capacity as proposal trustee (the "~~Proposal Trustee~~"), dated February ~~●~~, 2022, and, on hearing the submissions of counsel for the ~~Receiver,~~ ~~[NAMES OF OTHER PARTIES APPEARING]~~Company, the Proposal Trustee, HSBC Bank Canada and such other counsel as appearing on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~service of Shaun Parsons sworn ~~[DATE]~~, February ~~●~~, 2022, filed<sup>†</sup>:

## SERVICE

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

## APPROVAL OF THE TRANSACTION

<sup>†</sup> This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

= 3 =

2. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,<sup>2</sup> and the execution of the ~~Sale~~Purchase Agreement ~~by the Receiver~~<sup>3</sup> is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Proposal Trustee may deem necessary. The ~~Receiver~~Company is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser as described in the Purchase Agreement.

### VESTING OF ASSETS

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the ~~"Receiver"~~"Proposal Trustee's Certificate"), all of the ~~Debtor~~Company's right, title and interest in and to the Purchased Assets (as defined and described in the ~~Sale~~Purchase Agreement ~~[and listed on Schedule B hereto]~~<sup>4</sup>) shall vest absolutely in and to the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, claims of ownership or authorship, adverse claims, licenses or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or

<sup>2</sup> ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

<sup>3</sup> ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

<sup>4</sup> ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

otherwise (~~collectively, the "Claims"~~<sup>5</sup>) including, without limiting the generality of the foregoing:—  
 (i) ~~any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE];~~ (ii) ~~all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto~~ or any encumbrance of any nature which, in substance, secures payment or performance of an obligation (all of which are collectively referred to as ~~the~~ "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D "Claims") and, for greater certainty, this Court orders that all of the ~~Encumbrances~~ Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. ~~THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]<sup>6</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

<sup>5</sup> The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

<sup>6</sup> Elect the language appropriate to the land registry system (Registry vs. Land Titles).

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4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~Proposal Trustee's Certificate, all Claims ~~and Encumbrances~~ shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the ~~sale~~<sup>8</sup>consummation of the Transaction, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the ~~Receiver~~Proposal Trustee to file with the Court a copy of the ~~Receiver~~Proposal Trustee's Certificate, forthwith after delivery thereof.

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(e) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

6. ~~7.~~ **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these ~~proceedings~~Proposal Proceedings;

<sup>7</sup> ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

<sup>8</sup> ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

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- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the ~~Bankruptcy and Insolvency Act (Canada)~~BIA in respect of the ~~Debtor~~Company and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~Company;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Company and shall not be void or voidable by creditors of the ~~Debtor~~Company, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the ~~Bankruptcy and Insolvency Act (Canada)~~BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. — THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the Bulk Sales Act (Ontario).~~

## GENERAL

7. ~~9.~~ **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~~Company, the Proposal Trustee and ~~its~~their respective 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~~Company and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the

WFK:00036089.1

Proposal Trustee in any foreign proceeding, or to assist the ~~Receiver~~ Company and ~~its~~ the Proposal Trustee and their respective agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that each of the Company and the Proposal Trustee 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 Proposal Trustee 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.

9. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing.

~~-2-~~1-Schedule A ~~Form of Receiver~~Proposal Trustee's CertificateCourt File No. \_\_\_\_\_  
Estate No.**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**~~BETWEEN:-~~~~PLAINTIFF~~~~Plaintiff~~~~-and-~~~~DEFENDANT~~~~Defendant~~~~RECEIVER~~IN THE MATTER OF THE *BANKRUPTCY AND*  
*INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDEDAND IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A  
PROPOSAL OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY OF  
TORONTO IN THE PROVINCE OF ONTARIOAND IN THE MATTER OF EIGHT RELATED INTENDED PROPOSALSPROPOSAL TRUSTEE'S CERTIFICATE

## RECITALS

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A. ~~Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").~~ On February 1, 2022, Breakthrough Enterprises Inc. ("Breakthrough") and eight related entities each filed a Notice of Intention to Make a Proposal ("NOI") under the Bankruptcy and Insolvency Act.

B. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated [DATE] March 1, 2022, the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] February 21, 2022 (the "SalePurchase Agreement") between ~~the Receiver [Debtor] and [NAME OF PURCHASER]~~ Breakthrough and 1000041001 Ontario Ltd. on behalf of Spike & Sadie Media Limited Partnership 1000041412 (the "Purchaser") and provided for the vesting in the Purchaser of ~~the Debtor~~ Breakthrough's right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~ Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section 7~~ Article 7 of the SalePurchase Agreement have been satisfied or waived by ~~the Receiver~~ Breakthrough and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~ Proposal Trustee.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the SalePurchase Agreement.

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THE ~~RECEIVER~~PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the ~~Receiver~~Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the ~~Sale~~Purchase Agreement;
2. The conditions to Closing as set out in ~~section~~ Article 7 of the ~~Sale~~Purchase Agreement have been satisfied or waived by ~~the Receiver~~Breakthrough and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee.
4. This Certificate was delivered by the ~~Receiver~~Proposal Trustee at \_\_\_\_\_ ~~[TIME]~~ on \_\_\_\_\_ ~~[DATE]~~\_\_\_\_\_.

~~[NAME OF RECEIVER]~~Dodick Landau Inc., in its capacity as ~~Receiver of the undertaking, property and assets of~~ [DEBTOR] Proposal Trustee of Breakthrough Enterprises Inc., and not in its personal or corporate capacity

Per: \_\_\_\_\_

Name:

Title:

WFK:00036089.1

IN THE MATTER OF THE *BANKRUPTCY AND*  
*INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED

Court File No. 31-2801364  
Estate File No. 31-2801364

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
BREAKTHROUGH ENTERPRISES INC. OF THE CITY OF TORONTO IN THE  
PROVINCE OF ONTARIO

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

*Proceedings commenced at Toronto*

**ORDER**  
(Approval and Vesting Order)

**WEISZ FELL KOUR LLP**  
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**Lawyers for Breakthrough Enterprises Inc.**

~~Schedule B—Purchased Assets~~

WFK:00036089.1

DOCSTOR: 420492744

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

WFK:00036089.1

DOCSTOR: 420492744

~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property  
(unaffected by the Vesting Order)~~

Document comparison by Workshare 10.0 on Monday, February 21, 2022 5:43:41 PM

Input:	
Document 1 ID	file:///WFK-DC\UPM_FOLDERS\$\sparsons\Downloads\approval-and-vesting-order-EN (4).doc
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Document 2 ID	file:///C:\Users\sparsons\AppData\Local\Temp\4\WBGX\13172.0\DRAGDROP\Order (Approval and Vesting) (00036089xF8677).DOCX
Description	Order (Approval and Vesting) (00036089xF8677)
Rendering set	Standard

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Style change	
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Inserted cell	
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Statistics:	
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Moved to	1
Style change	0
Format changed	0
Total changes	296



IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985,  
c B-3, AS AMENDED

Court File No. 31-2801364  
Estate File No. 31-2801364

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF BREAKTHROUGH ENTERPRISES INC. OF THE CITY OF TORONTO IN  
THE PROVINCE OF ONTARIO

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

Proceedings commenced at Toronto

**MOTION RECORD**

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**Lawyers for Breakthrough  
Enterprises Inc.**