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**DISTRICT OF ONTARIO
DIVISION NO. 09 – TORONTO
COURT FILE NO.: BK-24-03003083-0031
ESTATE FILE NO.: 31-3003083**

**IN THE MATTER OF THE BANKRUPTCY OF

CREATIVE WEALTH MEDIA FINANCE CORP.**

FIRST REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED

June 18, 2025

Contents

1.0	INTRODUCTION	1
1.1	PURPOSE OF THE FIRST REPORT TO COURT	1
1.2	TERMS OF REFERENCE	2
2.0	BACKGROUND	2
3.0	TRUSTEE’S ACTIVITIES	4
4.0	OSC PROCEEDINGS AGAINST JASON CLOTH AND CWMF	5
5.0	ACTIONS BY CREDITORS DURING BANKRUPTCY.....	6
6.0	TRUSTEE’S REVIEW OF AVAILABLE BOOKS AND RECORDS	7
7.0	RECEIPTS FROM FREEWAY ENTERTAINMENT AND FINTAGE HOUSE.....	7
8.0	CREDITORS OF CWMF	9
9.0	IMPASSE REGARDING ADMINISTRATION OF THE ESTATE.....	14
10.0	RECEIPTS AND DISBURSEMENTS.....	16
11.0	DIRECTIONS SOUGHT BY THE BANKRUPTCY TRUSTEE	16

EXHIBITS

Minutes of the First Meeting of Creditors	A
Certificate of Assignment.....	B
Omnibus Order	C
CWMF Corporation Profile Report.....	D
CWML, CWMA and Creative Wealth Holdings Inc. Corporation Profile Reports.....	E
Notice of Bankruptcy and Statement of Affairs.....	F
RGI Report to the Creditors on Preliminary Administration.....	G

Affidavit of Arif Dhanani (without exhibits).....	H
Affidavit of Eun Ji Yoon (without exhibits).....	I
Endorsements of the Court.....	J
OSC Application.....	K
Premium Plaintiffs’ Order	L
Americana Film CAMA.....	M
Kid Unknown Direction.....	N
February 25, 2024 PPSA Search.....	O
Assassination Nation Agreements.....	P
Interim Statement of Receipts and Disbursements	Q

1.0 INTRODUCTION

1. On October 27, 2023, Creative Wealth Media Finance Corp. (“**CWMF**”) filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to section 50.4(1) of the Bankruptcy and Insolvency Act (“**BIA**”). Rosen Goldberg Inc. (“**RGI**”) consented to act as the proposal trustee.
2. On November 28, 2023, CWMF was deemed to have filed an assignment in bankruptcy because it had not sought an extension of the stay period or filed its proposal. RGI was appointed as the initial bankruptcy trustee of the estate of the bankrupt by the Official Receiver, subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
3. On December 15, 2023, the first meeting of creditors was held and creditors voted in favour of substituting RSM Canada Limited (“**RCL**”) as the bankruptcy trustee. Attached hereto and marked as **Exhibit “A”** is a copy of the Minutes of the First Meeting of Creditors.
4. On December 28, 2023, the Official Receiver published the Certificate of Assignment, confirming RCL as the substituted bankruptcy trustee for CWMF. Attached hereto and marked as **Exhibit “B”** is a copy of the Certificate of Assignment.
5. On February 1, 2024, RCL changed its name to TDB Restructuring Limited (“**TDB**” or the “**Trustee**”) and on March 1, 2024, the name “TDB” was substituted for RCL pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated March 1, 2024 (the “**Omnibus Order**”). A copy of the Omnibus Order is attached hereto as **Exhibit “C”** and the matter of CWMF is listed as item #13 on Schedule A thereto.

1.1 PURPOSE OF THE FIRST REPORT TO COURT

6. The purpose of this first report to Court (the “**First Report**”) is to:
 - a) provide the Court with the details regarding the activities of the Trustee since its appointment and developments in the administration of the estate;

- b) report to the Court regarding the Trustee's analysis of twelve trust and secured creditor claims against the estate of CWMF; and
- c) seek authorization for the expenses incurred by the Trustee in the administration of the estate to be paid from estate funds or alternatively advice and directions concerning the estate funds and the discharge of the Trustee.

1.2 TERMS OF REFERENCE

- 7. In preparing this First Court Report and making the comments herein, the Trustee has relied upon information from third-party sources and CWMF's books and records (collectively, the "**Information**"). Certain of the information contained in the First Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from CWMF's books and records, the Trustee has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information.
- 8. Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.

2.0 BACKGROUND

- 9. Prior to its bankruptcy, CWMF was a private lending business headquartered in Toronto that financed media productions in film or television. Jason Cloth was CWMF's sole officer and director. Attached hereto and marked as **Exhibit "D"** is a copy of CWMF's corporate profile report.
- 10. CWMF's office was located at 151 Bloor Street West, 700, Toronto, Ontario. This office was shared by Creative Wealth Media Lending Inc. ("**CWML**"), Creative Wealth Media Lending LP 2016, and Creative Wealth Media Advisors Inc. ("**CWMA**"). Mr.

Cloth was a director and officer of CWML and CWMA. Mr. Cloth was also a director and officer of Creative Wealth Holdings Inc. Attached hereto and marked as **Exhibit “E”** are the respective corporate profile reports for these entities.

11. CWMF was a significant financier for Bron Studios which is the operating name for Bron Media Corp. and various subsidiaries. Bron Studios had a number of notable film productions including Joker, Bombshell, Queen & Slim, Greyhound, Judas and the Black Messiah, The Mule, Henchmen, The Addams Family, The Willoughbys, and Ghostbusters: Afterlife.
12. On July 19, 2023, Bron Studios filed for protection under the *Companies’ Creditors Arrangement Act* and these proceedings were terminated on May 13, 2024, following a sales and investment solicitation process that resulted in the sale of the vast majority of Bron Studios’ assets.
13. As noted in the introduction above, CMWF was deemed to have filed for bankruptcy on November 28, 2023. Mr. Cloth swore CWMF’s sworn Statement of Affairs that lists liabilities of \$103,740,021.00 owed to unsecured creditors and assets of \$67,000,000.00 as "Good" under the "accounts receivable and other receivables" column. Attached hereto and marked as **Exhibit “F”** is a copy of the Notice of Bankruptcy and Statement of Affairs.
14. On December 14, 2023, the RGI provided its Report to the Creditors on Preliminary Administration which is attached hereto and marked as **Exhibit “G”**. The report provided the following information to CWMF’s creditors:
 - a) CWMF was the only company subject to insolvency proceedings whereas other companies, such as CWML, Creative Wealth Advisory Inc. and Creative Wealth Media Lending LP 2016 are not subject to insolvency proceedings;
 - b) CWMF commenced operating in 2013;
 - c) CWMF was a syndicator that arranged and provided financing for the development and production of motion pictures, films, television streaming and animated productions;

- d) CWMF initiated insolvency proceedings as a result of (1) the filing of CCAA proceedings by Bron Media Corp. on July 19, 2023, and (2) ongoing litigation in both Canada and the United States;
- e) CWMF estimated that the approximately \$67,000,000.00 noted in the Statement of Affairs will be recovered from (1) Bron CCAA (\$7,000,000.00) and (2) various productions (\$60,000,000.00); and
- f) \$60,000,000 was anticipated to be collected over the next 12 months from Series B, Series D, Series E, Series F and Series H projects.

3.0 TRUSTEE'S ACTIVITIES

- 15. One of the immediate issues for the Trustee was the lack of access to CWMF's electronic books and records. Between February and June 2024, there were two motions relating to the production of CWMF's books and records to the Trustee:
 - a) A motion brought by the Trustee to compel Jason Cloth and CWML to provide access to the books and records that were digitally stored at the premises of CWML and CWMF. The Affidavit of Arif Dhanani dated February 21, 2024 (re-sworn March 4, 2024) in support of the Trustee's motion is attached hereto and marked as **Exhibit "H"**.
 - b) A motion for directions brought by the law firm of Borden Ladner Gervais (BLG) which had acted jointly for Jason Cloth and CWMF regarding the production of books and records. The Affidavit of Eun Ji Yoon (without exhibits) dated May 15, 2024 in support of BLG's motion is attached hereto and marked as **Exhibit "I"**.
- 16. These motions were the result of disputes with Jason Cloth and CWML over whether the Trustee should have access to the books and records of CWMF that were potentially intermingled with the records of CWML and other entities related to CWML. The endorsements and orders of Justice Wilton-Siegel dated February 23, 2024, Justice Penny dated March 6, 2024 and Justice Cavanagh dated June 4, 2024 are attached hereto and marked as **Exhibit "J"**.

17. In summary, the Trustee and CWML were ordered to split the costs of a process of segregating CWMF's books and records with those belonging to CWML and related entities. Kroll Consulting Canada Co. ("**Kroll**") was appointed as the independent party to separate CWMF's books and records. In addition, BLG was directed to produce certain records directly to the Trustee which occurred on August 7, 2024, and certain documents were directed to be delivered to Kroll to be reviewed to ensure that they were not intermingled with the records of CWML.
18. The Trustee asked Kroll to identify CWMF's general ledger as a priority document and the general ledger was provided on May 6, 2024. However, the process of separating the records belonging to CWMF has not progressed significantly due to the Trustee's funding constraints which are discussed in greater detail below. If the issue of funding is resolved, the Trustee understands that there are creditors that are prepared to provide funding to the Trustee to continue the segregation of key records belonging to CWMF.
19. Based on the Trustee's investigations to date, the only significant assets in the bankruptcy are receivables from media productions that CWMF financed.

4.0 OSC PROCEEDINGS AGAINST JASON CLOTH AND CWMF

20. On March 4, 2025, the Ontario Securities Commission (OSC) announced fraud allegations against Jason Cloth and CWMF. The following is an excerpt from the OSC's press release:

The OSC alleges Cloth, a Toronto resident, and Creative Wealth raised over \$500 million from investors across Ontario, Canada and the U.S., by holding themselves out as providing loans to film, television and animation producers for studio and independent productions. However, Cloth and Creative Wealth are alleged to have diverted at least \$70 million of investor funds for unauthorized uses, including to a real estate development and other projects, as well as repaying existing investors. Creative Wealth eventually collapsed into bankruptcy.

21. Attached hereto and marked as **Exhibit "K"** is a copy of the application brought by the OSC against Jason Cloth and CWMF. The Trustee has had discussions with the OSC which takes the position that the stay of proceedings under the BIA does not

apply to the OSC because it is acting in the public interest. The Trustee has not responded to the application brought by the OSC.

5.0 ACTIONS BY CREDITORS DURING BANKRUPTCY

22. On October 31, 2024, the Trustee consented to an order lifting the stay of proceedings against CWMF, on certain terms. The Order (the “**Premium Plaintiffs’ Order**”) precludes enforcement against CWMF of any judgment that is made against CWMF. Attached hereto and marked as **Exhibit “L”** is a copy of the Premium Plaintiffs’ Order. This Order was sought by the Premium Plaintiffs (defined below) that had commenced legal proceedings against CWMF and Mr. Cloth prior to the bankruptcy and wanted to proceed with a summary judgment motion to determine the claims against CWMF and Mr. Cloth.
23. On March 7, 2025, a case conference was held before Mr. Justice Osborne to schedule a summary judgment motion against Jason Cloth and CWMF in connection with a film production called "Assassination Nation". This motion has been scheduled for June 26, 2025. The plaintiffs are Premium Properties Limited (“**Premium Properties**”), Colonia Trustco Inc. (“**Colonia**”), Milton Winberg, Judy Winberg and Andrew Pollack in their capacity as trustee of the Miaja Trust (the “**Premium Plaintiffs**”). The Premium Plaintiffs allege that Cloth and CWMF breached their trust obligations on the basis that CWMF, acting as an agent and trustee for the Premium Plaintiffs, was supposed to collect loan repayments from the defendant Erostratus, LLC and pay these amounts to the plaintiffs. Instead, it is alleged that Cloth and CWMF diverted these collections of \$4,564,762 USD to another party, resulting in the Premium Plaintiffs not being repaid any of the \$5,080,475 that they collectively advanced to CWMF.
24. The motion for summary judgment by the Premium Plaintiffs is based on admissions made by Cloth in his statement of defense and during his examination for discovery, as well as admissions made by CWMF in its statement of defense and in responses provided by the Trustee.

25. Andrew Pollack is one of the inspectors of CWMF's bankruptcy estate and Premium Properties has provided a portion of interim funding that the Trustee has used for the administration of the bankruptcy proceedings.

6.0 TRUSTEE'S REVIEW OF AVAILABLE BOOKS AND RECORDS

26. The Trustee has completed a preliminary analysis of CWMF's bank account records and the general ledger. In addition, the Trustee contacted third parties such as Freeway Entertainment and Fintage House to obtain information about CWMF's assets. Freeway Entertainment and Fintage House are film and TV rights companies that manage collections for some of the projects that CWMF financed. Freeway Entertainment and Fintage House have both granted the Trustee access to the information they have pertaining to CWMF's assets.

7.0 RECEIPTS FROM FREEWAY ENTERTAINMENT AND FINTAGE HOUSE

27. Freeway Entertainment and Fintage House are revenue collection agents that are widely used by the media production industry. Pursuant to a Collection Account Management Agreement ("**CAMA**") all gross receipts generated by the media productions are deposited with these agents that distribute the receipts in an agreed-upon waterfall set out in the CAMA. For example, the CAMA for the film "Americana" is attached and marked as **Exhibit "M"**. This film is scheduled to be released on August 22, 2025, and under the waterfall there are expected to be distributions made to CWMF for the financing it provided to the film as well as a percentage of the film's net profits, if any. The initial receipts for this film are \$3 million USD with an initial distribution on this film of \$368,108.74 USD to parties higher in the waterfall than CWMF. The amount that CWMF's estate may receive from this film are currently unknown and largely depends on whether the film is a commercial success. CWMF advanced loans on this film totaling \$3,767,500 USD. On the assumption that CWMF is fully repaid its loan plus interest it will be necessary to determine whether there are

valid trust claims against these proceeds or whether they are subject to the claims of secured parties.

28. Another film financed by CWMF that was a commercial success is "Monkey Man". This film was produced in the United Kingdom by Kid Unknown Holdings Ltd. ("**Kid Unknown**") which was a subsidiary of the Bron Studios and entered administration in the UK on October 6, 2023.
29. In total, CWMF loaned \$13,250,000 USD to Kid Unknown to fund the production costs for Monkey Man. After CWMF advanced the funds for Monkey Man, Kid Unknown obtained a loan from Comerica Bank ("**Comerica**"). Pursuant to a Loan Agreement dated July 23, 2021, Comerica agreed to lend up to \$31,604,530 to Kid Unknown for several purposes including repaying CWMF. However, rather than using the funds from the Comerica Loan to pay CWMF, it appears that these funds were directed to a different Comerica bank account which the Trustee understands is for another company related to Bron Studios. Attached hereto and marked as **Exhibit "N"** is a copy of the payoff letter dated July 21, 2021 and Borrowing Request direction dated July 21, 2021.
30. On January 30, 2025, the Trustee filed a proof of debt with the UK Administrators for Kid Unknown for \$13,250,000 USD plus interest. This proof of debt has not been accepted yet, and the UK Administrators have requested further documents and clarification of several issues. The Trustee is in the process of retaining Jason Wadden at Tyr LLP to represent the Trustee on this issue, because Mr. Wadden represents creditors who loaned funds to CWMF specifically for the Monkey Man film.
31. The UK Administrators for Kid Unknown have estimated that there will be \$10,646,454 USD for distribution to creditors and the creditors of CWMF could potentially recover a large portion of this amount if the Trustee is successful in proving the proof of debt that has been filed. In any event, CWMF will likely recover some amount from the administration of Kid Unknown as CWMF also has an alternative claim based on CWMF's residual entitlements to share in the film's net profits.

32. To date, the Trustee has received the following amounts attributable to various productions:

<i>Media Production</i>	<i>\$USD</i>	<i>\$CDN</i>
<i>Monster</i>		\$64,919.45
<i>Tully</i>		2,166.86
<i>Harry Haft nka Survivor</i>	\$81,648.33	14,383.70
<i>Beatriz at Dinner</i>		2,823.51
<i>Henchmen</i>	34,368.40	
<i>The Layover</i>	3,196.20	
<i>Pieces of a Woman</i>	1,667.19	
Total	\$120,880.12	\$84,293.52

8.0 CREDITORS OF CWMF

33. Prior to its bankruptcy, CWMF raised funds either through participation agreements which gives investors a percentage interest in specific media productions financed by CWMF or a secured loan commitments called “Series Investments” that provided security against all of CWMF’s assets.
34. In respect of the funds raised through participation agreements, generally speaking, the arrangement worked as follows:
- a) CWMF entered into Master Term Sheets (“**MTS**”) with the production company pursuant to which CWMF agreed to lend funds to the production company;
 - b) an investor would enter into Client Term Sheets and Participation Agreements with CWMF pursuant to which the investor advanced funds to CWMF (“**Investor Funds**”);
 - c) the Investor Funds were, in turn, to be loaned by CWMF to the production company for the film under the terms of a loan agreement as contemplated by the MTS;
 - d) under the terms of the participation agreements, CWMF sold and assigned to the applicable investor, "an undivided fractional interest in the [loan]" advanced by CWMF pursuant to the loan agreement; and

- e) under the express terms of the Client Term Sheets and Participation Agreements, CWMF was the trustee for the investor responsible for securing the loan in first priority position (or in some instances, in shared first priority position) for all collateral of the production company including, as applicable, any receipts throughout the world, assets, insurance policies, tax credits and rebates.
35. The so-called "Series Investments" provides a secured loan to CWMF by the investors that is secured against all the of assts of CWMF.
36. In total, the Trustee has received 200 proofs of claim with total claims of \$264,693,363 against CWMF's estate.
37. There are a large number of security registrations made against CWMF under Ontario's Personal Property Security Act (PPSA). Many of these registrations are made after CWMF filed its NOI on October 27, 20023. Attached hereto and marked as **Exhibit "O"** is a copy of the PPSA search dated February 25, 2024.
38. The Trustee's independent counsel, Baker McKenzie, has reviewed twelve proofs of claim to determine the type and validity of the claimants' security interests. These claims were selected on the basis that they also have earliest security registrations.¹
39. The claims made by these twelve creditors fall into two categories (1) secured claims and (2) trust claims. Five parties submitted proofs of claims claiming security over CWMF: (1) Nicholas Patterson, (2) Highmore Trade Finance Fund LP ("**Highmore**"), (3) Romo Partners LLC, (4) Weiser Global Capital Markets Ltd., and (5) Krina Kozia. Set out a below is a summary of the earliest PPSA registrations:

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¹ Three Point Capital Holdings, LLC which has the earliest PPSA registration did not file a proof of claim. On March 27, 2024, the Trustee sent a notice pursuant to 128(1) of the BIA requiring Three Point to file a proof of claim regarding its security. It is the Trustee's understanding from subsequent discussions with Three Point's counsel that it has been repaid.

Party	Amount per Proof of Claim	Date of PPSA Registration	Security Agreement
Three Point Capital	No proof of claim	12/21/2018	No GSA provided
Krina KoZIA	USD \$519,999.00	03/21/2023	Unsigned GSA
Weiser Global Capital Markets Ltd.	USD \$1,039,999.00	03/21/2023	Unsigned GSA
Roberto Romo 2008 Declaration of Trust	USD \$750,000 ²	03/25/2023	No GSA provided
Nicholas Patterson	USD \$100,000.00	04/24/2023	Unsigned GSA
Romo Partners LLC	USD \$250,000.00 ³	04/25/2023 & 11/24/2023	Signed GSA
Highmore Trade Finance Fund LP	USD \$7,000,000.00 ⁴	8/10/2023	Signed GSA

40. As noted above, certain creditors were unable to provide a security agreement or only provided an unsigned GSA. The opinion of the Trustee's counsel is that the security of Romo Partners LLC and Highmore appears to be valid. In addition, although they have also registered under the PPSA on April 21, 2021, the proofs of claim from Miaja Trust, Premium Properties and Colonia are founded in trust claims against specific media productions financed by CWMF. In analyzing these trust claims, the Trustee's counsel reviewed the relevant agreements related to the film "Assassination Nation".

41. A summary of the analysis of the agreements for "Assassination Nation" is set out below:

² The underlying Series B Loan Agreement has a principal amount of \$500,000 listed.

³ The Romo Entities' Proof of Claim states that Romo Partners LLC **and** Romo Trust entered into a Security Agreement with CWMF. Romo Partners LLC's is for a Series D Loan worth USD \$250,000. Romo Trust *claims* to have a Security Agreement under a Series B Loan for USD \$750,000. The Proof of Claim filed **only** includes a Security Agreement for Romo Partners LLC, not Romo Trust.

⁴ Due to repayments, the remaining sum owed to Highmore Trade Finance Fund LLP equal approximately USD \$4,790,469.17 plus interest.

- a) CWMF entered into a loan agreement with Erostratus LLC to finance the production of "Assassination Nation". To fund this loan, CWMF entered into separate but identical Client Term Sheets and Participation Agreements with Miaja, Premium Properties and Colonia (collectively the "**Financiers**"). The Participation Agreements conveyed from CWMF to the Financiers an undivided fractional interest in the loan on a pro-rata basis whereby:
- i. Miaja advanced \$1,000,000, representing a 19.68% share in the total loan;
 - ii. Premium Properties advanced \$2,040,237.50, representing a 40.16% share in the loan; and
 - iii. Colonia advanced \$2,040,237.50, representing a 40.16% share in the loan and collectively, the sum of \$5,080,475.
- b) Per the Participation Agreements, the relationship between CWMF and each Financier is explicitly stated to be one of trust. CWMF retained in its name, on behalf of the Financiers, to the extent of the Participation, all of Erostratus' obligations to CWMF. In addition, CWMF was also to, in its name, collect and receive payments of any amounts paid or recovered from Erostratus pursuant to the loan agreement to each Financier.
- c) Section 1(a) of the Participation Agreements states:
- [CWMF] hereby sells to the Financier[s] and the Financier[s] hereby agrees to purchase from [CWMF] an undivided fractional interest in the aforementioned Loan (the "**Participation**").
- d) Section 2 of the Participation Agreements states:
- Financier[s] agrees that [CWMF] will retain in [CWMF's] name, **but to the extent of the Participation**, on behalf of Financier[s], all of the obligations of [Erostratus LLC] to [CWMF] arising out of the Financing Agreements, and [CWMF] will, in its name, collect and receive payments with respect to the Loan and of any amounts paid or recovered from (a) the [Erostratus LLC] pursuant to the Financing Agreements[.]
- e) Section 3 of the Participation Agreements states:

To the extent of the Participation, [CWMF] is and shall be a trustee and agent for Financier[s] in administering and servicing the Financing Agreements and all rights, remedies and benefits thereunder, including making the Loan, the perfection of security interests and other liens in the Collateral, receiving Collections, execution of agreements in connection therewith and the exercise of all other rights and remedies of a lender and secured party with respect thereto.

f) Section 3(a) of the Participation Agreements states:

Financier[s] shall participate in the Collections and be repaid principal and interest and **share in “Adjusted Gross Revenues” derived from exploitation of the Picture**, on and subject to the terms provided in Schedule "A" to the extent of its Participation.

g) There does not appear to be a definition for “Adjusted Gross Revenue”, but the Term Sheet signed with CWMF instead, it sets out the terms of a “Net Profits Participation”:

In further consideration of Financiers agreement to advance the Loan in accordance with the terms hereof, **Financier shall receive an amount equal to 20% of the Picture's “Net Profits”**, the definition of which shall be defined and approved by Lender in writing in the CAMA for the Picture (such definition shall be no less favorable to Lender than the definition accorded to any other participant in the Picture's “Net Profits”).

h) The aforementioned Net Profits do not appear to be funds that CWMF must hold in trust on behalf of the Financiers as they do not constitute part of the "Participation". As such, CWMF and the Financiers may only have a trust agreement as it relates to the repayment of the loan amount and any interest.

42. Attached hereto and marked as **Exhibit “P”** is a copy of the applicable agreements for Colonia.

43. The Premium Plaintiffs are moving for summary judgment in relation to monies received by the CAMA agent in relation to Assassination Nation, but not paid to CWMF for the repayment of their loans as noted in paragraph 23 on the basis that this constitutes a breach of trust.

44. The Trustee’s counsel has provided an opinion that the agreements governing the amounts advanced by the Financiers for Assassination Nation constitute trust

agreements between the Financiers and CWMF, but there is uncertainty concerning whether the scope of the trust obligation extends to any profits derived from the film after repayment of the Financiers' loans. The Trustee's counsel has not undertaken an analysis of all the trust claims at this time due to funding constraints.

9.0 IMPASSE REGARDING ADMINISTRATION OF THE ESTATE

45. Pursuant to Participation Agreements, and other documents relating to the funds provided by creditors to CWMF, monies received from CAMA agents may be impressed with a trust in favour of specific creditors. Ordinarily, trust property does not form property of the estate and cannot be utilized by the Trustee. However, the validity of the trust claim may depend on whether the monies received from the CAMA agent is a repayment of CWMF's financing for the media production or constitutes net profits from the media production. In addition, the validity of creditor trust claims cannot be determined, and is unlikely to be determinable without an analysis by the Trustee regarding the nature of the funds and a review of the creditors' proof of claims.
46. This is an important legal issue for CWMF's estate as it is unclear whether monies recovered by the Trustee for CWMF financed media productions constitute trust funds that should first be used to repay creditors that advanced those funds or should they be paid to CWMF's secured creditors. The Trustee is not seeking directions on this legal issue at this time. However, given the unresolved issues regarding whether the funds in CWMF's estate constitute trust funds, the Trustee has not drawn on any estate funds for payment of its fees and disbursements. While there have been discussions, the Trustee does not have an agreement with Highmore or Romo Partners LLC regarding payment of the Trustee's fees and disbursements relating to the realization of CWMF's assets.
47. To date, the Trustee has been funded by the Inspectors that have collectively advanced \$482,863.65 to the Trustee's third-party account. Certain of these funds as set out in the Trustee's statement of receipts and disbursements for the estate of CWMF have

been utilized by the Trustee, with the Inspectors' approval, to pay its fees and those of its counsel.

48. This funding has permitted the Trustee to undertake the activities outlined in this report which have benefited all creditors, including the secured creditors that, to date, have not taken any enforcement or conservatory steps.
49. Andy Pollack is one of CWMF's five bankruptcy inspectors and is also a representative of the Premium Plaintiffs seeking summary judgment against Mr. Cloth and CWMF for breach of trust. The Trustee understands that Mr. Pollack is prepared to provide further funding to continue providing financial support to the Trustee as may be reasonably required. However, the Trustee further understands that the Premium Plaintiffs are not prepared to do so without an express order confirming the priority or entitlement of the Trustee to recover its professional fees and disbursements relating to the administration, preservation and recovery efforts both incurred to date and on a go-forward basis, and in turn, be able to repay the third party funding from any recoveries or estate funds.
50. In summary, the Trustee has to date taken conservatory steps to preserve the books and records of CWMF; attempted to maximize recoveries from the Monkey Man film for CWMF's creditors; collected funds from CAMA agents for CWMF financed media productions; analyzed the potential entitlement to those funds as between the trust and secured claimants; and generally pursued avenues for creditor recovery. The Trustee is seeking an order of the Court to recognize the unique circumstances of this bankruptcy and the value to the creditors, generally, of the Trustee taking these conservatory steps, made possible by the funding from third parties.
51. Subject to the future directions from the Inspectors, it is anticipated that the future efforts of the Trustee will be directed towards: (1) pursuing amounts that Trustee can recover for the Monkey Man film; (2) pursuing recoveries from other films such as Americana; (3) continuing the segregation and review of documents held by Kroll; (4) investigating other avenues of recovery for creditors; (5) finalizing an analysis of the trust claims against CWMF's estate; and (6) bringing a motion for directions on a proposed distribution to creditors.

10.0 RECEIPTS AND DISBURSEMENTS

52. On the date of the bankruptcy, USD \$63,261.96 was held in CWMF's USD bank accounts which the Trustee has converted to \$84,293.52. In addition, the Trustee has received USD \$120,880.12 on account of CWMF's media productions to date. The Trustee has not analyzed whether these payments constitute net profits from those productions or whether those amounts are for repayments of the financing provided by CWMF. In other words, it has not been determined whether these funds are potentially trust funds.
53. Attached hereto and marked as **Exhibit "Q"** is a copy of the Trustee's Interim Statement of Receipts and Disbursements as of May 30, 2025.
54. The total fees and disbursements for the Trustee from its appointment to April 10, 2025 are \$223,425.17, plus HST of \$29,044.24 for a total of \$252,469.41. The Trustee has applied, with inspector approval to do so, the third-party funding to pay itself \$155,291.10 (fees of \$137,038.00, disbursements of \$388.67 and HST of \$17,864.43) and has an unpaid balance of \$97,178.31, inclusive of HST.
55. The total fees and disbursements for the Trustee's counsel, Baker McKenzie to January 17, 2025 are \$341,627.10, plus HST of \$44,379.05 for a total of \$386,006.15. Of this amount, \$216,671.86, including HST, has been taxed and paid from the third-party funding leaving an unpaid balance of \$169,334.29.

11.0 DIRECTIONS SOUGHT BY THE BANKRUPTCY TRUSTEE

56. The Trustee seeks an order:
 - a) authorizing the Trustee to be paid for its professional fees and disbursements (and those of its counsel) relating to the administration of the estate both incurred to date and on a go-forward basis from the estate funds held by the Trustee in its capacity as the bankruptcy trustee and specifically that:
 - i. the Trustee shall continue to maintain records as to the source of funds it holds; and

- ii. if the funds held by the Trustee (or a portion thereof) are determined to be trust funds in favour of a creditor, then the Trustee's use of such funds for its professional fees and disbursements shall be treated as a cost of the administration of the estate and shall be repaid prior to any distributions to trust, secured or unsecured creditors on a pro rata basis.
- b) alternatively, directing the Trustee to pay the estate funds it holds into court and discharging the Trustee.

All of which is respectfully submitted to this Court as of this 18th day of June 2025.

TDB RESTRUCTURING LIMITED, solely in its capacity as
Trustee of the Estate of Creative Wealth Media Finance Corp.,
a bankrupt, and not in its personal or corporate capacity

Per:



Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

EXHIBIT A

District of Ontario
Division No. 09 Toronto
Estate No.: 31-3003083
Court No.: 31-3003083

IN THE MATTER OF THE BANKRUPTCY OF
CREATIVE WEALTH MEDIA FINANCE CORP.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

MINUTES OF THE FIRST MEETING OF CREDITORS

Minutes of the first meeting of the creditors of Creative Wealth Media Finance Corp. (“Creative”) held by zoom conference call on Friday, December 15, 2023.

Present by zoom conference call:

Brahm Rosen	Rosen Goldberg Inc. Licensed Insolvency Trustee (the “Trustee”)
Steven Goldberg	Trustee
Don Stubbs	
Ian Paisley	
Andrea Beneteau	
Braedon Kaiser	
Briggs	
Calvin Horsten – Aird Berlis	
Ginger	
Jason Cloth – representing the bankrupt corporation	
David Ullman – representing Janson Cloth	
Graeme Murray	
Josh Sutton – Counsel for Hudson	
Len Hausser	
Neal Shah	
Susy Mitchel	
Michael Shan	
Bryan Tannenbaum	
Niranjan	
C. Horstein	
Mohan Nuthakker	
Hilary Book	
Dennis Weil	
Cheyene Parson	
Catherine Sanders	
Niranjan	
Stuart Green	
Wojtek Jaskiewicz – WierFoulds	

David Preger - counsel to the Trustee
Lisa Corne – counsel to the Trustee
Jason Wadden
Anna White
Suraj Maraboyina
Ben Muller
Chris Muth
Samuel Mosonyi
Ash Spiegelberg
Adam Somer
Joseph Marshal
C. Burr - Weiser & Koza
Sam Nestico
Emma Napper
Andy Pollack
Preethom Reddy
Taylor Hawks
Zachary Crowe
Briaas
Cindi Elliot
DRTIVI LLC
Elizabeth Ayo
Ryan
Ryan Taylor
Samuel Mosonyi – counsel
Saverio
Schmidt Financial Group
Stan
Stephanie Lee – Office of the Superintendent of Bankruptcy
Stephen Gale
Stuart Green
Tara Kaiser
Taylor Freking
Tready Smith
Sarah
GTurchan
Ross Good

In addition to those listed above several participants signed in with an identification – iPhone or iPad.

Mr. Rosen Acted as chairperson.

As there was a quorum present, the chairperson declared the meeting to be properly convened

and validly constituted.

The chairperson advised that the purpose of the meeting was to:

- i) review the affairs of the bankrupt;
- ii) affirm the appointment of the trustee;
- iii) give instructions to the trustee, as necessary; and
- iv) appoint 1-5 inspectors.

Mr. Rosen then reviewed the events that had taken place prior to the first meeting of creditors. In particular he reviewed the issue regarding the nature of claims that had been received by the Trustee.

The Trustee was taking the position that those claims filed by investors that had signed the Participation Agreement were not entitled to vote at the meeting of creditors, but the issue still had to be reviewed in detail. Accordingly, the Trustee was recommending that the meeting be adjourned to allow time for the Trustee to determine the status of these claims together with the claims filed by Secured Creditors.

Mr. Rosen then reported that it was his understanding that certain creditors wished to vote in favour of RSM Canada Limited being appointed as trustee.

Both Messrs. Wadden and Jaskiewicz as well as others present indicated that they did not oppose an adjournment of the creditors' meeting. However, before considering an adjournment, they requested that there first be a vote of the creditors with admitted claims regarding the appointment of the trustee.

After a brief adjournment, Mr. Rosen advised that the Trustee would proceed with a vote.

Mr. Rosen then called for a vote for those creditors whose claims had been admitted prior to commencement of the meeting of creditors.

A motion was then made to affirm the appointment of RSM Canada Inc. as trustee of the estate of Creative.

All unsecured creditors present voted in favour of the motion – passed unanimously.

As RSM Canada Limited was affirmed trustee, Mr Rosen advised that this segment of the creditors meeting was concluded, and that Mr. Tannenbaum would now chair the meeting.

Brahm Rosen

Chairperson – Brahm Rosen, LIT

The meeting continued with Mr. Tannenbaum acting as chair.

Mr. Tannenbaum requested that prior to adjournment of the first meeting of creditors that the election of Inspectors take place. As such, the following Inspectors were unanimously elected to serve:

- Andy Pollack
- Josh Suttner
- Stuart Green
- Tally Vanounou
- Jeffrey W. Krol
- Graeme Murray (as an alternate and observer)

There being no other business, the first meeting of creditors was adjourned with the consent of those present.



Chairperson – Bryan A. Tannebaum, LIT

EXHIBIT B



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-3003083
Estate No.: 31-3003083

In the Matter of the Bankruptcy of:

Creative Wealth Media Finance Corp.

Debtor

RSM Canada Limited

Licensed Insolvency Trustee

Ordinary Administration

Date of bankruptcy:	November 28, 2023	Security:	\$0.00
Meeting of creditors:	December 15, 2023, 11:00 Meeting ID: 894 2200 650 Passcode: 036986 -, Ontario Canada,		
Chair:	Trustee	Designated person:	Jason Cloth

CERTIFICATE OF ASSIGNMENT - Paragraph 50.4(8)(b.1) of the Act

-- AMENDED --

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- a notice of intention in respect of the aforementioned debtor was filed under section 50.4 of the *Bankruptcy and Insolvency Act*;
- the debtor has failed to file a cash-flow statement or a proposal within the provided period following the filing of the notice of intention or within any Court-granted extension and is thereupon deemed to have made an assignment.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: December 28, 2023

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

EXHIBIT C

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	FRIDAY, THE 1 ST
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2024

B E T W E E N:

TDB RESTRUCTURING LIMITED

Applicant

and

RSM CANADA OPERATIONS ULC

Respondent

APPLICATION UNDER Rule 14.05(3)(h) of the *Rules of Civil Procedure*

SUBSTITUTION ORDER

THIS APPLICATION made by TDB Restructuring Limited (“**TDB**”) for an order, among other things, substituting the name of RSM Canada Limited with the name TDB Restructuring Limited on the Substituted Mandates (as defined below), was heard was heard this day by way of judicial video conference in Toronto, Ontario by Zoom videoconference

ON READING the Application Record of TDB, including the Affidavit of Bryan A. Tannenbaum sworn February 27, 2024, together with the exhibits attached thereto (the “**Affidavit**”), and on hearing the submissions of counsel for TDB, no one else appearing, although served as evidenced by the Affidavit of Service of Lynda Christodoulou sworn February 28, 2024

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

BIA MANDATES

2. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Trustee in Bankruptcy (the “**Bankruptcy Trustee**”) of the estate files listed as bankruptcies on Schedule “A” hereto (the “**BIA Estates**”) and as Proposal Trustee (the “**Proposal Trustee**”) of the estate files listed as proposals on Schedule “A” hereto (collectively with the BIA Estates, the “**BIA Mandates**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such BIA Mandates or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

3. **THIS COURT ORDERS** that, for greater certainty all, real and personal property wherever situate of the BIA Estates shall be, remain and is hereby vested in TDB Restructuring Limited in its capacity as Bankruptcy Trustee, to be dealt with by TDB Restructuring Limited in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), pursuant to its powers and obligations as Bankruptcy Trustee of the BIA Estates.

4. **THIS COURT ORDERS** that TDB Restructuring Limited is authorized and directed to continue and to complete the administration of the BIA Mandates, to deal with the property in the BIA Mandates in accordance with its duties and functions as Bankruptcy Trustee or Proposal Trustee, as the case may be, as set out in the BIA and to receive all remuneration of the Bankruptcy Trustee or Proposal Trustee in the BIA Mandates for services performed from the commencement of each of the BIA Mandates until the discharge of the Bankruptcy Trustee or Proposal Trustee, as applicable.

5. **THIS COURT ORDERS** that that the requirement and responsibility for taxation of the Bankruptcy Trustee’s or Proposal Trustee’s accounts in respect of the BIA Mandates with respect to all work performed in respect of such BIA Mandate from the initial appointment of RSM Canada Limited or any other party, through to the completion of the administration of such BIA Mandates and discharge of TDB Restructuring Limited as Bankruptcy Trustee or Proposal Trustee, as applicable, shall be completed using the name TDB Restructuring Limited.

6. **THIS COURT ORDERS AND DIRECTS** that to the extent that security has been given in the name of RSM Canada Limited in cash or by bond of a guarantee company pursuant to section 16(1) of the BIA (the “**Security**”), such Security shall be transferred from the name RSM Canada Limited to the name TDB Restructuring Limited and any party holding such Security be and is hereby directed to take all steps necessary to effect such transfer. TDB Restructuring Limited shall retain all obligations respecting the Security.

RECEIVERSHIP PROCEEDINGS

7. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as the Receiver, Receiver and Manager, or Interim Receiver (collectively, “**Receiver**”) in respect of the mandates listed in Schedule “B” hereto (the “**Receivership Proceedings**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such Receivership Proceedings or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

CCAA PROCEEDINGS

8. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Monitor of the estate files listed as CCAA restructuring proceedings on Schedule “C” hereto (the “**CCAA Estates**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such mandates (the “**CCAA Mandates**”) or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

ESTATE TRUSTEE DURING LITIGATION PROCEEDINGS

9. **THIS COURT ORDERS** that: (i) the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule “D” hereto; and (ii) the name Bryan A. Tannenbaum of TDB Restructuring Limited be and is hereby substituted in place of the name Bryan A. Tannenbaum of RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule “D” (collectively, the “**Estate Mandates**”), and any reference to the name RSM Canada Limited in any Court Order in respect of such Estate Mandates or any

schedule to such Court Order shall be replaced by the name TDB Restructuring Limited. Collectively, the BIA Mandates, the Receivership Proceedings, the CCAA Mandates and the Estate Mandates are referred to herein as the “**Substituted Matters**”).

SUBSTITUTED MANDATES

10. **THIS COURT ORDERS** that TDB Restructuring Limited (and its directors, officers, employees, agents, legal counsel and other representatives, as applicable) will continue to have all rights, benefits, protections and obligations granted to RSM Canada Limited (and its legal counsel and representatives, as applicable) under any order made in the Substituted Mandates or any statute applicable to the Substituted Mandates or any contract or agreement to which TDB Restructuring Limited is party under the name RSM Canada Limited in the Substituted Mandates. For greater certainty and without limitation, this includes the benefit of any indemnity, charge or priority granted in the Substituted Mandates and relief from the application of any statute including the Personal Information Protection and Electronic Documents Act (Canada) (“**PIPEDA**”).

11. **THIS COURT ORDERS** that to the extent required by the applicable Orders in the Substituted Mandates, the accounts of RSM Canada Limited and its legal counsel in respect of the Substituted Mandates shall be passed in accordance with the applicable Orders in the Substituted Mandates in the name and on the application of TDB Restructuring Limited.

ACCOUNTS

12. **THIS COURT ORDERS** that TDB Restructuring Limited be and is hereby authorized to transfer any and all accounts from the name RSM Canada Limited to the name TDB Restructuring Limited and, if the name on such accounts cannot be changed, to transfer all funds that remain in its trust bank accounts that belong or relate to the Substituted Mandates, or otherwise, to accounts in the name TDB Restructuring Limited, and TDB Restructuring Limited be and is hereby authorized to take all steps and to execute any instrument required for such purpose. Any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of

this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

13. **THIS COURT ORDERS AND DIRECTS** that TDB Restructuring Limited be and is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Substituted Mandates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to the name TDB Restructuring Limited, in relation to the same, and any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

GENERAL

14. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Ontario which govern any of the Substituted Mandates.

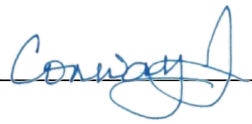
15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

16. **THIS COURT ORDERS** that TDB Restructuring Limited shall notify the parties on the Service Lists of the Substituted Mandates (if applicable) of the new website established for such Substituted Mandate and shall post a copy of this Order to the website of each Substituted Mandate and that such notice shall satisfy all requirements for service or notification of this motion and this Order on any interested party in the Substituted Mandates including, without limitation, proven creditors within the BIA Mandates, parties on the Service Lists of the Substituted Mandates (if applicable), the applicable bankrupts or debtors within the Substituted Mandates, and any other person, and any other requirements of service or notification of this motion be and is hereby waived.

17. **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 TDB Restructuring Limited 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 TDB Restructuring Limited as may be necessary or desirable to give effect to this Order, or to assist TDB Restructuring Limited and its agents in carrying out the terms of this Order.

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



Schedule "A": BIA Mandates

Bankruptcies

	Name	Estate Number
1.	Carrington Homes Limited	31-457618
2.	Fernicola, George	31-457619
3.	D. Mady Investments Inc.	31-2281994
4.	Eco Energy Home Services Inc.	31-2502463
5.	Ontario HVAC & Water Inc.	31-2613545
6.	2305992 Ontario Inc.	31-2655918
7.	Fernwood Developments (Ontario) Corporation	31-2661061
8.	Legal Print and Copy Incorporated	31-2884436
9.	Commerce Copy Incorporated	31-2884438
10.	TDI-Dynamic Canada, ULC	31-2903815
11.	Limestone Labs Limited	31-2907613
12.	2465409 Ontario Inc.	31-2939766
13.	Creative Wealth Media Finance Corp.	31-3003083
14.	Knight-Pro Inc.	31-3013900
15.	Ulmer, Blair	32-159136

Division 1 Proposals

	Name	Estate Number
1.	Vaughn Mills Packaging Ltd.	31-2895096
2.	RLogistics Limited Partnership	31-3040679
3.	RLogistics Inc.	31-3042209
4.	1696308 Ontario Inc.	31-3042213

Schedule "B": Receivership Proceedings

Name	Court / OSB Number
1. Z. Desjardins Holdings Inc.	CV-23-00706607-00CL
2. 485, 501 and 511 Ontario Street South, Milton, ON	CV-23-00696349-00CL
3. Eco Energy Home Services Inc.	CV-19-614122-00CL
4. 3070 Ellesmere Developments Inc.	CV-19-00627187-00CL
5. Fernwood Developments Ontario Corporation	CV-20-00635523-00CL
6. Utilecredit Corp.	CV-20-00636417
7. 134, 148, 152, 184/188, 214, 224 and 226 Harwood Avenue, Ajax, ON	CV-20-00651299-00CL
8. Greenvilla (Sutton) Investment Limited (private receivership)	31-459273
9. 2088556 Ontario Inc. (private receivership)	31-459274
10. 935860 Ontario Limited (private receivership)	31-459275
11. Areacor Inc.	CV-22-00674747-00CL
12. Limestone Labs Limited and CleanSlate Technologies Incorporated (private receivership)	31-459498
13. 12252856 Canada Inc.	CV-22-00691528-00CL
14. Harry Sherman Crowe Housing Co-operative Inc.	CV-22-00688248-00CL
15. Richmond Hill Re-Dev Corporation	CV-23-00695238-00CL
16. Stateview Homes (Hampton Heights) Inc.	CV-23-00700356-00CL
17. 142 Queenston Street, St. Catharines, ON	CV-23-00705617-00CL
18. 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, ON	CV-23-00701672-00CL
19. 311 Conacher Drive, Kingston, ON	CV-23-00701672-00CL
20. Real Property owned by King David Inc.	CV-23-00710411-00CL
21. CBJ Developments Inc. et al.	CV-23-00707989-00CL
22. 25 Neighbourhood Lane, Etobicoke, ON M8Y 0C4	31-459784

Schedule “C”: CCAA Proceedings

Name	Court Number
1. Quality Sterling Group, comprising Quality Rugs of Canada Ltd., Timeline Floors Inc., Ontario Flooring Ltd., Weston Hardwood Design Centre Inc., Malvern Contact Interiors Ltd., Timeline Floor Inc. Ontario Flooring Ltd. Weston Hardwood Design Centre Inc. Malvern Contract Interior Limited Quality Commercial Carpet Corporation Joseph Douglas Pacione Holding Ltd. John Anthony Pacione Holding Ltd. Jopac Enterprises Limited, and Patjo Holding Inc.	CV-23-00703933-00CL

Schedule "D": Estate Trustee During Litigation Proceedings

Name	Court Number
1. The Estate of Sarah (Sue) Turk *	01-3188/14
2. The Estate of Sarah (Sue) Turk *	05-35/14
3. The Estate of Lev Alexandr Karp – <i>discharge</i> <i>pending</i>	05-100/17 05-265/17
4. The Estate of Peter Trezzi	01-4647/16
5. The Estate of Florence Maud Anderson *	05-159/19
6. Estate of Murray Burke	2988/19
7. Estate of Robert James Cornish	CV- 23-00693852-00ES
8. Estate of Anne Takaki *	CV-22-00011105-00ES
9. Estate of John Takaki *	CV-22-00011105-00ES
10. Estate of James Frederick Kay **	06-006/14
11. Klaczkowski Family Trust **	CV-21-00659498-00ES
12. Estate of Ethel Ailene Cork **	CV-23-00710309-00ES
13. Estate of Justin Milton Cork **	CV-23-00710291-00ES

* In the name of Bryan A. Tannenbaum of RSM Canada Limited.

** In the name of Bryan A. Tannenbaum only.

TDB RESTRUCTURING LIMITED

and

RSM CANADA OPERATIONS ULC

Court File No. CV-24-00715515-00CL

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

Proceedings commenced at TORONTO

O R D E R

CHATTONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (LSUC #54100A)
Tel: 416-218-1161
Email: maya @chaitons.com

Lawyers for the Applicant

EXHIBIT D



Ministry of Public and
Business Service Delivery

Profile Report

CREATIVE WEALTH MEDIA FINANCE CORP. as of February 12, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CREATIVE WEALTH MEDIA FINANCE CORP.
Ontario Corporation Number (OCN)	2375360
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 31, 2013
Registered or Head Office Address	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	JASON CLOTH
Address for Service	455 Cochrane Drive, 21, Markham, Ontario, Canada, L3R 9R3
Resident Canadian	Yes
Date Began	May 31, 2013

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

V. Quintanilla W.

Director/Registrar

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

Active Officer(s)

There are no active Officers currently on file for this corporation.

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

V. Quintanilla W.

Director/Registrar

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

Corporate Name History

Name

CREATIVE WEALTH MEDIA FINANCE CORP.

Effective Date

May 31, 2013

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

V. Quintanilla W.

Director/Registrar

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

Active Business Names

Name	CREATIVE WEALTH MEDIA
Business Identification Number (BIN)	280163163
Registration Date	February 09, 2018
Expiry Date	February 07, 2028

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

V. Quintanilla W.

Director/Registrar

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

Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
Annual Return - 2017 PAF: JASON CLOTH - DIRECTOR	December 29, 2019
Annual Return - 2016 PAF: JASON CLOTH - DIRECTOR	September 02, 2018
Annual Return - 2015 PAF: JASON CLOTH - DIRECTOR	September 02, 2018
Annual Return - 2014 PAF: JASON CLOTH - DIRECTOR	September 02, 2018
Annual Return - 2013 PAF: JASON CLOTH - DIRECTOR	September 02, 2018
BCA - Articles of Incorporation	May 31, 2013

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

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

V. Quintanilla W.

Director/Registrar

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

EXHIBIT E



Ministry of Public and
Business Service Delivery

Profile Report

CREATIVE WEALTH MEDIA LENDING INC. as of February 15, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CREATIVE WEALTH MEDIA LENDING INC.
Ontario Corporation Number (OCN)	2447163
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	December 19, 2014
Registered or Head Office Address	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name JASON CLOTH
Address for Service 151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S
1S4
Resident Canadian Yes
Date Began December 19, 2014

Name RICHARD MCCONNELL
Address for Service 151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S
1S4
Resident Canadian Yes
Date Began September 28, 2017

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V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name	JASON CLOTH
Position	Vice-President
Address for Service	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4
Date Began	December 19, 2014

Name	RICHARD MCCONNELL
Position	Other (untitled)
Address for Service	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4
Date Began	March 15, 2016

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V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

Effective Date

CREATIVE WEALTH MEDIA LENDING INC.

December 19, 2014

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

Name	CREATIVE WEALTH MEDIA
Business Identification Number (BIN)	301236444
Registration Date	November 03, 2020
Expiry Date	November 02, 2025

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

Name	CREATIVE WEALTH MEDIA
Business Identification Number (BIN)	280163171
Status	Inactive - Expired
Registration Date	February 09, 2018
Expired Date	February 08, 2023

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Archive Document Package	December 14, 2023
CIA - Notice of Change PAF: PETER DUNNE	September 01, 2023
Annual Return - 2022 PAF: RICHARD MCCONNELL	April 20, 2023
Annual Return - 2021 PAF: RICHARD MCCONNELL	April 20, 2023
Annual Return - 2020 PAF: RICHARD MCCONNELL	April 20, 2023
Annual Return - 2019 PAF: JASON CLOTH - DIRECTOR	December 06, 2020
Annual Return - 2018 PAF: JASON CLOTH - DIRECTOR	July 28, 2019
Annual Return - 2017 PAF: JASON CLOTH - DIRECTOR	July 08, 2018
CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	February 09, 2018
Annual Return - 2016 PAF: JASON CLOTH - DIRECTOR	July 09, 2017
Annual Return - 2015 PAF: JASON CLOTH - DIRECTOR	July 09, 2017
Annual Return - 2014 PAF: JASON CLOTH - DIRECTOR	July 09, 2017
CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	September 27, 2016

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V. Quintanilla W.

Director/Registrar

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CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	September 27, 2016
CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	May 26, 2016
CIA - Initial Return PAF: ANTONINA B SZASZKIEWICZ - OTHER	February 17, 2015
BCA - Articles of Incorporation	December 19, 2014

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

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V. Quintanilla W.

Director/Registrar

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Ministry of Public and
Business Service Delivery

Profile Report

CREATIVE WEALTH MEDIA ADVISORS INC. as of February 15, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CREATIVE WEALTH MEDIA ADVISORS INC.
Ontario Corporation Number (OCN)	2801799
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	December 18, 2020
Registered or Head Office Address	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4

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

V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	JASON CLOTH
Address for Service	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4
Resident Canadian	Yes
Date Began	December 18, 2020

Name	RICHARD MCCONNELL
Address for Service	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4
Resident Canadian	Yes
Date Began	December 18, 2020

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

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name	JASON CLOTH
Position	Chief Executive Officer
Address for Service	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4
Date Began	December 18, 2020

Name	RICHARD MCCONNELL
Position	Other (untitled)
Address for Service	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4
Date Began	December 18, 2020

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

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

CREATIVE WEALTH MEDIA ADVISORS INC.

Effective Date

December 18, 2020

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V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Archive Document Package	September 29, 2023
CIA - Notice of Change PAF: RICHARD MCCONNELL	March 13, 2023
CIA - Notice of Change PAF: Richard MCCONNELL	October 31, 2022
BCA - Articles of Incorporation	December 18, 2020

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Ministry of Public and
Business Service Delivery

Profile Report

CREATIVE WEALTH HOLDINGS LTD. as of February 15, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CREATIVE WEALTH HOLDINGS LTD.
Ontario Corporation Number (OCN)	2447157
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	December 19, 2014
Registered or Head Office Address	40 Holly Street, 302, Toronto, Ontario, Canada, M4S 3C3

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

V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	JASON CLOTH
Address for Service	455 Cochrane Drive, 21, Markham, Ontario, Canada, L3R 9R3
Resident Canadian	Yes
Date Began	December 19, 2014

Name	RICHARD MCCONNELL
Address for Service	10 Ballantyne Drive, Ajax, Ontario, Canada, L1T 4H8
Resident Canadian	Yes
Date Began	September 28, 2017

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

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name

JASON CLOTH

Position

Vice-President

Address for Service

455 Wrenwood Court, 23, Unionville, Ontario, Canada, L3R
6H5

Date Began

December 19, 2014

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Director/Registrar

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Corporate Name History

Name

Effective Date

CREATIVE WEALTH HOLDINGS LTD.

December 19, 2014

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V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: PETER DUNNE	September 01, 2023
Annual Return - 2019 PAF: JASON CLOTH - DIRECTOR	December 06, 2020
CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	June 23, 2020
Annual Return - 2018 PAF: JASON CLOTH - DIRECTOR	September 01, 2019
Annual Return - 2017 PAF: JASON CLOTH - DIRECTOR	July 08, 2018
CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	February 09, 2018
Annual Return - 2016 PAF: JASON CLOTH - DIRECTOR	July 09, 2017
Annual Return - 2015 PAF: JASON CLOTH - DIRECTOR	July 09, 2017
Annual Return - 2014 PAF: JASON CLOTH - DIRECTOR	July 09, 2017
CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	September 27, 2016
CIA - Initial Return PAF: ADRIAN B SZASZKIEWICZ - OTHER	February 17, 2015
BCA - Articles of Incorporation	December 19, 2014

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Director/Registrar

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EXHIBIT F



ROSEN GOLDBERG
INSOLVENCY & RESTRUCTURING

District of ONTARIO
Division No. 09 - Toronto
Court No. 31-3003083
Estate No. 31-3003083

IN THE MATTER OF THE BANKRUPTCY OF
CREATIVE WEALTH MEDIA FINANCE CORP
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

NOTICE OF BANKRUPTCY, FIRST MEETING OF CREDITORS
(Subsection 102(1) of the Act)

TAKE NOTICE THAT:

1. Creative Wealth Media Finance Corp. ("Creative") was deemed to have filed an assignment in bankruptcy on the 28th day of November 2023, and the undersigned, Rosen Goldberg Inc. was appointed as trustee of the estate of the bankrupt by the Official Receiver, subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of Creative will be held on the 15th day of December at 11:00 AM (Toronto time) via Zoom: Meeting ID - 894 2200 6503; Passcode 036986.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form and a list of creditors with claims amounting to \$25 or more showing the amounts of their claims. All claims are stated in Canadian dollars.



ROSEN GOLDBERG
INSOLVENCY & RESTRUCTURING

5. Creditors must prove their claims against the bankrupt estate to share in any distribution of the proceeds realized from the estate.
6. Also enclosed with this notice is a Supplementary Mailing List. Those listed on this list are being provide notice of the bankruptcy proceeding for information purposes only. Subsequent to Creative filing the Notice of Intention to make a Proposal, it was determined that those investors listed on the Supplementary Mailing List had signed a Participation Agreement which states that the investor does not have a debtor-creditor relationship with Creative. Accordingly, Creative has not guaranteed repayment to any investor who signed the Participation Agreement.

DATED at Toronto, Ontario the 29th day of November, 2023.

Rosen Goldberg Inc.

ROSEN GOLDBERG INC.
LICENSED INSOVENCY TRUSTEE

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-3003083
 Estate No. 31-3003083

☒ Original☐ AmendedForm 78

Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the Matter of the Bankruptcy of
 Creative Wealth Media Finance Corp.
 of the City of Toronto, in the Province of Ontario

To the bankrupt:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 27th day of October 2023. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES

(as stated and estimated by the officer)

1. Unsecured creditors as per list "A"	103,740,021.00
Balance of secured claims as per list "B"	0.00
Total unsecured creditors	103,740,021.00
2. Secured creditors as per list "B"	0.00
3. Preferred creditors as per list "C"	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
Total liabilities	103,740,021.00
Surplus	NIL

ASSETS

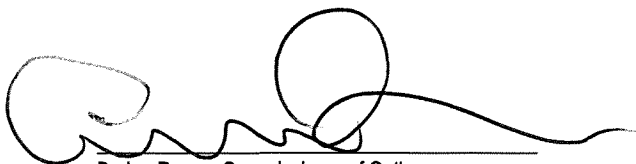
(as stated and estimated by the officer)

1. Inventory	0.00
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good	67,000,000.00
Doubtful	0.00
Bad	0.00
Estimated to produce	67,000,000.00
4. Bills of exchange, promissory note, etc., as per list "F" ..	0.00
5. Deposits in financial institutions	0.00
6. Cash	0.00
7. Livestock	0.00
8. Machinery, equipment and plant	0.00
9. Real property or immovable as per list "G"	0.00
10. Furniture	0.00
11. RRSPs, RRI's, life insurance, etc.	0.00
12. Securities (shares, bonds, debentures, etc.)	0.00
13. Interests under wills	0.00
14. Vehicles	0.00
15. Other property, as per list "H"	0.00
If bankrupt is a corporation, add:	
Amount of subscribed capital	0.00
Amount paid on capital	0.00
Balance subscribed and unpaid	0.00
Estimated to produce	0.00
Total assets	67,000,000.00
Deficiency	36,740,021.00

I, Jason Cloth, of the City of Toronto in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 29th day of November 2023 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)

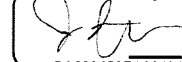
before me at the City of Toronto in the Province of Ontario, on this 29th day of November 2023.



Brahm Rosen, Commissioner of Oaths
 For the Province of Ontario
 Expires February 11, 2024

Brahm Howard Rosen, a Commissioner, etc.,
 Province of Ontario, for Rosen Goldberg Inc.
 Expires February 11, 2024

DocuSigned by:



BA600453EAB642 Jason Cloth

Creditor Mailing List

In the Matter of the Bankruptcy of
Creative Wealth Media Finance Corp
of the City of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address	Claim \$
Director	Jason Cloth		20 Stratheden Rd Toronto ON M4N 1E3	
Unsecured	2355673 Ontario Inc		752 Clarkson Road S Mississauga ON L5J 2T9	200,000.00
	272 Ventures LLC		539 W Commerce, Ste 388 Dallas TX 75208 USA	1,350,000.00
	Ahrens, Dennis		PO Box 6581 Bloomington IL 60108 USA	270,000.00
	Alturi, Pratha		8200 Muchmore Pointe Cincinnati OH 45243 USA	337,500.00
	BBP I		333 W Wacker Dr 6th Floor Chicago IL 60606 USA	337,500.00
	BBP II LLC		333 W Wacker Dr 6th Floor Chicago IL 60606 USA	1,012,500.00
	BBP IV		333 W Wacker Dr 6th Floor Chicago IL 60606 USA	675,000.00
	BBP V		333 W Wacker Dr 6th Floor Chicago IL 60606 USA	675,000.00
	BBP VII		333 W Wacker Dr 6th Floor Chicago IL 60606 USA	2,025,000.00
	Beneteau, Andrea		20 Fashion Roseway Suite 420W North York ON M2N 6B5	270,000.00
	Bennett IV, Benjamin		2315 Country Club Dr Avon OH 44011 USA	135,000.00
	Benoit, Gabrielle		5501 Spine Rd., Unit 208 Boulder CO 80301 USA	540,000.00
	Berg, Kevin		640 N. Lasalle, Suite 295 Chicago IL 60654 USA	472,500.00
	Bergen, Allan		4832 Fairview Ave, Blue Ash, OH 45242 Blue Ash OH 45242 USA	405,000.00
	Berman, Bruce		2500 Meadow Ave Boulder CO 80304 USA	7,998,750.00
	Berman, Ronald		1699 Pebble Beach Way Vernon Hills IL 60061 USA	1,586,250.00
	Berthold, Charles		555 12th Street, Suite 900 Oakland CA 94607 USA	540,000.00
	Bidwill, Brian		270 Vista Grande Greenbrae CA 94905 USA	769,500.00
	Bober, Larry DBP		27 N Wacker Dr Chicago IL 60606 USA	202,250.00
	Bober, Larry Savings Plan		27 N Wacker Dr Chicago IL 60606 USA	135,000.00
	Bober, Lawrence		27 N Wacker Dr Chicago IL 60606 USA	189,000.00
	Bober, Lawrence CPA LLC DBP		27 N Wacker Dr Chicago IL 60606 USA	135,000.00
	Bogges, Sandra		3837 Quail Ridge Dr. Boynton Beach FL 33436 USA	877,500.00
	Bogges, Thomas		3837 Quail Ridge Dr Boynton Beach FL 33436 USA	405,000.00
	Braden, Parker		3102 Pinnacle Dr, Longview TX 75605 Longview Tx 75605 USA	33,750.00

Creditor Mailing List

In the Matter of the Bankruptcy of
Creative Wealth Media Finance Corp
of the City of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Buerk, Dr. Bruce		1200 Forest Run, Dayton, OH 45429 Dayton OH 45429 USA	337,500.00
	Burnstein, Jean Rev.Trust		310 Grove St. Glencoe IL 60022 USA	877,500.00
	Burnstein, Jeff Trust		310 Grove St. Glencoe IL 60022 USA	168,750.00
	Burnstein, Jill Trust		310 Grove St. Glencoe IL 60022 USA	371,250.00
	Burnstine, Jean L		310 Grove Street Glencoe IL 60022 USA	1,080,000.00
	Burnstine, Mark R.		310 Grove Street Glencoe IL 60022 USA	540,000.00
	Burton, Ury		665 Sheridan Rd, Highland Park, IL 60035 Highland Park IL 60035 USA	337,500.00
	Campello, Valeria		9830 SW 125 Ave Miami FL 33186 USA	674,946.00
	Canham, Thomas		285 Grande Way Apt 1804, Naples FL 34110 USA	202,500.00
	Clifford, Kyle		12755 English Walnut Drive St.Louis MO 63131 USA	540,000.00
	Cocke, Warren Briggs		39 Hunting Ridge Rd Manakin Sabot VA 23103 USA	47,250.00
	Collina, Elaine		537 N Roscoe St #3 Chicago IL 60657 USA	346,950.00
	Collins, Nancy		450 Skokie Blvd, Ste 507 Northbrook IL 66962 USA	54,000.00
	Cromydas, Nick		140 Oxford Rd Kenilworth IL 60043 USA	135,000.00
	De Kat Family Rev.Trust B (USD)		13346 N Stone View Trail Fountain Hill AZ 85268 USA	337,500.00
	Diamond, Deborah		6401 Gross Point Rd Niles IL 60714 USA	135,000.00
	Diamond, Sidney		45 Hawthorne Road Barrington Hills IL 60010 USA	337,500.00
	Digrigorio, Sam		6320 La Posta Dr El Paso TX 79912 USA	337,500.00
	DPDS		33 W Wacker Dr Chicago IL 60606 USA	2,973,300.00
	Dworkin, Bradley		657 Colwyn Terrace Deerfield IL 60015 USA	675,000.00
	Elgamil, Emillia		8928 Kenton Ave Stokie IL 60076 USA	405,000.00
	Elgamil, Sheila		8928 Kenton Ave Skokie IL 60076 USA	67,500.00
	Elliott, Cynthia		39 Hunting Ridge Road Manakin Sabot VA 23103 USA	544,950.00
	Elliott, Virginia		2204 Lariat Trail Frisco TX 75034 USA	1,255,500.00
	Emanuel, Roland		323 Pilot Point Lane Boca Raton FL 33921 USA	135,000.00
	Fackler, Kyle		560 W 23rd St Apt 31K New York NY 10036 USA	40,500.00

Creditor Mailing List

In the Matter of the Bankruptcy of
Creative Wealth Media Finance Corp
of the City of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	FAMC FBO Gordon R. Miller IRA		PO Box 49 Waukesha Porterville WI 53187 USA	607,500.00
	Feldman, Charlotte		3180 Burgundy Drive North Palm Beach Gardens FL 33410 USA	270,000.00
	Fenner, Sarah		1630 Huguenot Rd Midlothian VA 23113 USA	141,750.00
	Flanagan, Thomas P.		232 E. Walton Place Chicago IL 60611 USA	3,847,500.00
	Flax, Mitchell		2702 E 4th St Austin TX 78702 USA	13,500.00
	Fleming, Jennifer		151 Bloor St West Suite 700 Toronto ON M5S 1S4	33,750.00
	Frank, Scott		905 Forest Ave Deerfield IL 60015 USA	405,000.00
	Frekking, Taylor		1100 N Dearborn Apt 710 Chicago IL 60610 USA	97,200.00
	Gale, Stephen		137743 Grey Rd 12 Meaford ON N4L 1W6	310,500.00
	Gibson, Arlene & Jim		54 Napa Ridge Alliston ON L9R 2E4	135,000.00
	Giles, Keith		1456 Ridge Road Highland Park IL 60035 USA	
	GJJ Holdings LLC		1006 Morse Ave Schaumburg IL 60913 USA	1,350,000.00
	GJMN LLC		1251 Swainwood Drive Glenview IL 60025 USA	394,875.00
	Gohari, Anita		19049 Friar St Tarzana CA 91335 USA	142,425.00
	Gold, Amy		300 West Avenue Apt 5B New York NY 10023 USA	2,700,000.00
	Golden Tier LLC		540 N State St Apt 2009 Chicago IL 60654 USA	469,800.00
	Gordon, Benjamin		1000 N. State Street, Unit 5 Chicago IL 60610 USA	540,000.00
	Green, Stuart		293 Lupine Way Short Hills NJ 07078 USA	742,500.00
	Hagerty, John J.		2121 Swainwood Dr Glenview IL 60025 USA	135,000.00
	Hall Robert		313 Stock Port Lane Schaumburg IL 60193 USA	135,000.00
	Hartage, Montre		103 Ross Street Cordele GA 31015 USA	65,000.00
	Haussler, Len & Jakki		333 Las Olas Way, Unit 3902 Fort Lauderdale FL 33301 USA	834,637.00
	Herche, Vicki		6897 Grenadier Blvd. #1202 Naples FL 34108 USA	1,498,500.00
	Hord, Patrick & Janel		2742 Shearer Road Bucyrus OH 44820 USA	337,500.00
	Hubbard, David Trust		7841 Keystone Skokie IL 60076 USA	135,000.00
	Hubbard, Sandra		7841 Keystone Skokie IL 60076 USA	675,000.00

Creditor Mailing List

In the Matter of the Bankruptcy of Creative Wealth Media Finance Corp of the City of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Jacobs, Hillari G.		1031 Prairie Ave Deerfield IL 60015 USA	405,000.00
	Jacobs, Norman		3180 Burgundy Drive North Palm Beach Gardens FL 33410 USA	1,451,250.00
	Jacobson, Steven		13346 N Stone View Trail Fountain Hills AZ 85268 USA	207,300.00
	Kaiser, Branden		752 Clarkson Rd South Mississauga ON L5J 2T9	35,000.00
	Kaiser, Delaney		752 Clarkson Rd South Mississauga ON L5J 2T9	34,000.00
	Kaiser, Liam		752 Clarkson Rd South Mississauga ON L5J 2T9	34,000.00
	Kaiser, Tara		752 Clarkson Rd South Mississauga ON L5J 2T9	26,500.00
	Kaiser, Tara & Richard		752 Clarkson Rd South Mississauga ON L5J 2T9	300,000.00
	Kingery, Scott M.		2715 W Jetton Ave Tampa FL 33629 USA	65,000.00
	Kleinschmidt, Catherine		7848 Royalty Avenue Apt C Louisville KY 40222 USA	178,870.00
	Knight, Valerie		4205 Amelia Way Naples FL 34119 USA	540,000.00
	Kolber, Linda		2665 NW 63rd Street Boca Raton FL 33496 USA	270,000.00
	Kolber, Steven R.		2665 NW 63rd St Boca Raton FL 33496 USA	135,000.00
	Krahulec, Gregg		5100 Lampman Ave Burlington ON L7L 6L1	270,000.00
	Krol, Jeff		100 Granville Ave Park Ridge IL 60068 USA	108,000.00
	Krueger, Scott		3837 W Five Mile Peak Drive Queen Creek AZ 85142 USA	108,000.00
	LaPointe Florian Legacy Trust		1705 High School Rd Jackson WY 83001 USA	1,350,000.00
	Levy, Marc		19563 Island Court Dr. Boca Raton FL 33434 USA	675,000.00
	Loeber, Michael		2307 Linneman St Glenview IL 60025 USA	472,500.00
	Loeber, Paul		112 W County Line Rd Barrington Hills IL 60010 USA	1,147,500.00
	Maraboyina, Prabha & Sudhakar		215 Parkgate Court Delaware OH 43015 USA	1,147,500.00
	Maraboyina, Suraj		300 Crescent Court Suite 1870 Dallas TX 75201 USA	911,250.00
	Mathiesen, Andrew		200 Spyglass Lane Jupiter FL 33477 USA	135,000.00
	McArthur, Binion		5832 Stony Island, Apt 148 Chicago IL 60637 USA	1,350,000.00
	McClelland, Eric		805 Third Ave 15th Floor New York NY 10022 USA	1,350,000.00
	McCloskey, Richard John		9411 S. Palm Drive Tempe AZ 85284 USA	135,000.00

Creditor Mailing List

In the Matter of the Bankruptcy of Creative Wealth Media Finance Corp. of the City of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	McDonald, David		5826 Winnetka Ave Woodland Hills CA 91367 USA	47,250.00
	Miller, Gordan Trustee		8700 W Mawr, Ste 810N Chicago IL 60631 USA	573,750.00
	Miller, Gordon FCAM		8700 W Bryn Mawr Suite 910N Chicago IL 60631 USA	270,000.00
	Mitchell, Susy		34 Brucewood Cres Toronto ON M6A 2G6 USA	485,000.00
	Morpheus Absolute Opportunities Fund		403 S La Grange Road La Grange IL 60525 USA	270,000.00
	Muraff, James		2300 Asbury Rd Northbrook IL 60062 USA	405,000.00
	Murphy, Kevin		2701 Van Ness Ave Suite 507 San Francisco CA 94109 USA	128,250.00
	Murray, Graeme		6897 Grenadier Blvd. #1202 Naples FL 34108 USA	492,750.00
	Nestico, Saverio		59 Powell Rd North York ON M3K 1M6	67,500.00
	Niemeyer, Todd		6850 Cambridge Grove Crt Cleves OH 45002 USA	384,750.00
	Nuthakki, Mohan		4625 Schrub Drive Dayton OH 45429 USA	337,500.00
	Oaks, Casey		3220 Oakley Station Blvd Apt 301 Cincinnati OH 45209 USA	1,046,250.00
	Odenigbo, Ifeadiachukwu		511 Woodbourne Trail Centerville OH 45459 USA	135,000.00
	P&L Northwest Trust U/A DTD 12/17/2008		1705 High School Road, Suite 140 / PO Box 4995 Jackson WY 83001 USA	4,050,000.00
	Paisley, Ian & Linda		1430 Highbury Ave, Apt 29 London ON N5Y 6M4	650,000.00
	Paleo, Dr. Narsing		3027 Kings Harbour Rd Panama City FL 32405 USA	675,000.00
	Palep, Arvind Rao		12547 Admiral Ave Loas Angeles CA 90066 USA	11,070,000.00
	Parizek Group LLC		6243 Paseo Colina Carlsbad CA 92009 USA	18,225.00
	Parizek, John		6243 Paseo Colina Carlsbad CA 92009 USA	47,250.00
	Parizek, William		1677 Turtle Bay Loop Leander, Tx TX 78641 USA	116,100.00
	Parker, James & Judith		5430 Seven Winds Rd Dewittville NY 14728 USA	84,375.00
	Parker, Joseph		5430 Seven Winds Rd Dewittville NY 14728 USA	11,475.00
	Parker, Michael		2920 Carlisle St Apt 0901 Dallas TX 75204 USA	45,900.00
	Pekar, James P		6330 Parkview Road Greendale WI 53129 USA	1,350,000.00
	Pentwater Advisors Solo		1677 Turtle Bay Loop Leander TX 78641 USA	101,250.00
	Pessah, Sylvia		8928 Kenton Ave Skokie IL 60076 USA	33,750.00

Creditor Mailing List

In the Matter of the Bankruptcy of Creative Wealth Media Finance Corp of the City of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Pevitz, Ross & Shixiao Xu		878 Marchfield Ave, Unit 1 Chicago IL 60622 USA	67,500.00
	Proeschel, Daniel & Angela		5504 Greentree Rd Leanon OH 45036 USA	135,000.00
	Rash, Jason		3107 W Colorado Ave, Suite 254 Colorado Springs CO 80904 USA	60,750.00
	Reaume, Sarah & Kristopher		184 Texas Road Amherstburg ON N9V 2R7	150,000.00
	Reckley, Stephen		180 W. Eggleston Ave Elmhurst IL 60126 USA	135,000.00
	Romo Partners LLC and Roberto Romo 2008 Declaration of Trust		c/o Osler Box 50, 1 First Canadian Place Toronto ON M5X 1B8	337,500.00
	Romo, Roberto		340 East Randolph #4203 Chicago IL 60601 USA	1,012,500.00
	SAS Investment Partners		450 Skokie Blvd Ste 507 Northbrook IL 60062 USA	1,795,600.00
	Schaeffer, Edward M		345 Elder Lane Winnetka IL 60093 USA	135,000.00
	Schaible, Richard & Janet		7143 Redridge Drive Clevess OH 45002 USA	135,000.00
	Schmidt Financial Group Defined Benefit Plan		450 Skokie Blvd., Ste 507 Northbrook IL 60062 USA	135,000.00
	Schmidt, Bernice Irrev.Trust		100 Laurel Ave Highland Park IL 60035 USA	607,500.00
	Schmidt, Ethan		540 N State St., Apt 2009 Chicago IL 60654 USA	283,500.00
	Schmidt, Jordan		100 Laurel Ave Highland Park IL 60035 USA	162,000.00
	Schoenberger, Scott		4442 Hidden Oaks Lane Liberty Township OH 45011 USA	202,500.00
	Schultz, Myron		634 Fox Lake Dr Charleston IL 61920 USA	135,000.00
	SFG LLC		450 Skokie Blvd Suite 507 Northbrook IL 60062 USA	135,000.00
	Shoub, Steven		PO Box 1574 Venice FL 34284 USA	324,947.00
	Spiegelberg, Assheton		2911 Bookhout St Dallas TX 75201 USA	229,500.00
	SSSB Partnership		1699 Pebble Beach Way Vernon Hills IL 60061 USA	138,375.00
	Stearns Family Trust		2014 Country Cove Court Las Vegas NV 89135 USA	135,000.00
	Swift, Terrill D.		42548 Muscat Circle Murrieta CA 92562 USA	405,000.00
	Synders, Cameron		620 E 11th Avenue Naperville IL 60563 USA	33,750.00
	The Formidable Fund LP		221 E 4th Street, Suite 2700 Cincinnati OH 45202 USA	1,080,000.00
	Thomas, Adrienne		635 Woodland Acres Cres Maple ON L6A 1G2	250,000.00
	Toig, Randall Trust		705 Redwood Lane Glencoe IL 60022 USA	810,000.00

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In the Matter of the Bankruptcy of
Creative Wealth Media Finance Corp
of the City of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Turchan Holdings		253 Golf Course Road Conestogo ON N0B 1N0	572,500.00
	Turchan, Mark		2307 Old Hicks Rd Long Grove IL 60047 USA	607,500.00
	Van Schilt, Keshyl		1107 Quaker Trail Newmarket ON L3X 3E2	150,000.00
	Van Schilt, Keshyl & Winston		1107 Quaker Trail Newmarket ON L3X 3E2	150,000.00
	Vanoff, Helen		314-4909 Riverside Drive East Windsor ON N8Y 0A4	175,000.00
	Vanounou, Maurice		2145 Rue Dadeaux St Laurent QC H4M 1M2	509,771.00
	Vicari, Gary		6526 Saddle Ridge Lane Long Grove IL 60047 USA	101,250.00
	Volpe, Sandro		17150 Keele Street King City ON L7B 0J7	150,000.00
	Washburn, James		44 Indian Hill Road Winnetka IL 60093 USA	270,000.00
	Weiser Global Capital Markets Ltd.		c/o Blake Cassels & Graydon LLP 199 Bay Street, Suite 4000 Toronto ON M5L 1A9	2,025,000.00
	Wiers, David		2300 Sheridan Rd Highland Park IL 60035 USA	405,000.00
	Wieseneck, David		818 N Linn Street Iowa City IA 52245 USA	540,000.00
	Wieseneck, Jill Family Trust		2126 NE 14th Ave Portland OR 97212 USA	945,000.00
	Wieseneck, Suzanne 2012 Irrev.Family Trust		2126 NE 14th Ave Portland OR 97212 USA	945,000.00
	Willerman, James K.		447 Jefferson Ave Glencoe IL 60022 USA	270,000.00
	Wilson, Mark		40 Winner ave Columbus OH 43203 USA	33,750.00
	WRTR Investments LLC		4420 California Ave Long Beach CA 90807 USA	67,500.00
	Youmans, Jami		1441 Little Raven St., Suite 12001 Denver CO 80202 USA	202,500.00
	Zanette, Fulvio		2 Earl Cook Drive Stouffville ON L4A 1L5	300,000.00

In the Matter of the Bankruptcy of
Creative Wealth Media Finance Corp
of the City of Toronto, in the Province of Ontario

Supplementary Mailing List - Contingent claims

1593401 Ontario Ltd.	Suite 1600, 1 First Canadian Place	Toronto	ON	M5X 1G5	Canada
2012 Irrevocable Suzanne C. Wieseneck Family Gift Trust	840 Walden Lane	Lake Forest	IL	60045	USA
2123815 Ontario Inc.	635 Woodland Acres Cres	Maple	ON	L6A 1G2	Canada
2724073 Ontario Inc.	59 Powell Road	Toronto	ON	M3K 1M6	Canada
Albrink, Frederick	221 East 4th Street, Suite 2700	Cincinnati	OH	45202	USA
Alderdice, Patrick	4508 Oak Tree Ct,	Lawrence	KS	66049	USA
Allen, George & Collins, Ann	7220 Farr St, Annandale,	Annandale	VA	22003	USA
Altman, Benjamin	11 North Green Street, Apt 4B,	Chicago	IL	60607	USA
Amata, Ryan	1109 Kingdale Road	Newmarket	ON	L3Y 4W1	Canada
Anderson 2011 Trust	2331 North Point St,	San Francisco	CA	94123	USA
Andreas, Susan	85 Spotford St	Georgetown	MA	1833	USA
Aurigemma, John	4504 Kathryn Ct	Batavia	OH	45103	USA
B&B Investment Partners	3847 Quail Ridge Dr.	Boynton Beach	FL	33435	USA
Bailen, James L.	4465 S Jones Blvd	Las Vegas	NV	89103	USA
Bailen, Sandra	6007 Huting Rd,	Louisville	KY	40222	USA
Bartlett, Daniel	3611 Mound Way,	Cincinnati	OH	45227	USA
Baxter, Carole	6182 State Route 730,	Wilmington	OH	45177	USA
Bayshore Capital Advisors, LLC, BCA Alternative Income Funds, LP and TRocking T Ranch LLLP	365 Bay Street, 2nd Floor	Toronto	ON	M5H 2V1	Canada
Benoit, Gabrielle	5501 Spine Rd., Unit 208	Boulder	CO	80301	USA
Berger Singerman	201 E Las Olas Blvd, Ste 1500	Fort Lauderdale	FL		USA
Berman, Suzanne Trust	27 N Wacker Dr,	Chicago	IL	60606	USA
Blaney LLP	2 Queen Street East, Ste 1500	Toronto	ON	M5C 3G5	Canada
Blessing, Ami	756 Kroger Valley Dr.	Cincinnati	OH	45226	USA
Blessing, Robert	2435 RIVERSIDE DR	Cincinnati	OH	45202	USA
Borden Ladner Gervais LLP	Scotia Plaza, 40 King Street West, 44th Floor	Toronto	ON	M5H 3Y4	Canada
Bova, Richard (USD)	72 Sunup Trail, Riverhead	Riverhead	NY	11901	USA
Brachle, John (USD)	229 Blackstone Ave,	La Grange	IL	60525	USA
Brachle, Paul FBO (USD)	7395 Algonquin Drive,	Cincinnati	OH	45243	USA

Branden, David (USD)	10112 Benham Dr,	Dayton	OH	45458	USA
Brewer, Cheryl (USD)	221 East 4th Street, Suite 2700	Cincinnati	OH	45202	USA
Brotherton, John (USD)	1424 Shoreline Way	Loveland	OH	45140	USA
Broussard, Gail March Living Trust	1 North Jefferson	St Louis	Mo	63103	USA
Brown, William (USD)	221 East 4th Street, Suite 2700	Cincinnati	OH	45202	USA
Brown, Sharon (USD)	1825 Appian Way,	Springfield	OH	45503	USA
Brown, William FBO (USD)	221 East 4th Street, Suite 2700	Cincinnati	OH	45202	USA
Bruce Bell and Evelyne Neiman	200-70 Bond Street	Toronto	ON	M5B 1X3	Canada
Byberg, Jacqueline (CDN)	151 Curtis Cres	King City	ON	L7B 1C1	Canada
Byberg, Samantha (CDN)	151 Curtis Cres	King City	ON	L7B 1C1	Canada
Byberg, Scott (USD)	151 Curtis Cres	King City	ON	L7B 1C1	Canada
Campello-Palep, Anaya Trust	10205 SW 115 Court	Miami	FL	33176	USA
Caras, Ron (USD)	1425 Voltz Road	Northbrook	IL	60062	USA
Carlson, John (USD)	3709 Bradley Lane	Chevy Chase	MD	20815	USA
Carter, Eric (USD)	, Louisville, KY 40205	Louisville	KY	40205	USA
Carter, Jeffrey (USD)	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Catalyst Wealth Management Media Fund	450 Skokie Blvd, Ste 507	Northbrook	IL	60062	USA
CBL Investments LLC (USD)	921 N Deerborn St,	Chicago	IL	60610	USA
Cizikas, Casey (USD)	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Clowe, Ryane (USD)	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Colonia Trustco Inc.	4100-66 Wellington Street West	Toronto	ON	M5K 1B7	Canada
Crawshaw, Christopher D.	125 Bitch Street	Winnetka	IL	60093	USA
Creative Wealth Media Lending LP	151 Bloor Street West, Ste 700	Toronto	ON	M5S 1S4	Canada
Crowe, Zachary (CDN)	546 Highland Ave NE	Atlanta	GA	30312	USA
Cynthia L. Elliott Trust 1999	39 Hunting Ridge Rd	Manakin Sabot	VA	23103	USA
David Wieseneck Living Trust	818 N. Linn Street	Iowa City	IA	52245	USA
De Haan, Calvin (USD)	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Denardo, Robert (USD)	695 Harding Ave,	Glen Ellyn	IL	60137	USA
DeNardo, Thomas Henry	1012 James Court	Wheaton	IL	60189	USA
Desert Media	16220 N Scottsdale Rd, Ste 340	Scottsdale	AZ	85254	USA
Dinnen, Eric (USD)	106 Barrington Rd	Ft Wright	KY	41011	USA
Divaldeni, Tomas Plekanec (USD)	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Donald Stubbs et al.	181 University Ave., Ste 800	Toronto	ON	M5H 2X7	Canada
Dorn, James & Margaret (USD)	5585 Wasigo Dr	Cincinnati	OH	45230	USA
DRTIVI (USD)	1012 James Court	Wheaton	IL	60189	USA

Eagleson, Adam	355 Wisteria Ave	Fairhope	AL	36532	USA
Ellis, Ryan	50 Bay Street Suite 1444	Toronto	ON	M5J 3A5	Canada
Emilia Elgamil Living Trust	8928 Kenton Ave	Skokie	IL	60076	USA
Equity Trust Company Custodian FBO Michael Moon IRA	3 Owlswood Rd	Tiburon	CA	94920	USA
FAMC FBO Gordon R. Miller IRA	PO Box 49 Waukesha	Porterville	WI	53187	USA
Farlar, Jason	4365 Logsdons Woods Dr	Liberty Township	OH	45011	USA
Fenner, Sarah D	1630 Huguenot Rd	Midlothian	VA	23113	USA
Fernandes, Jose & Marilia	1550 Southdown Rd	Mississauga	ON	L5J 2Z4	USA
FieldGlen Investments Inc.	163 Cartwright Ave	Toronto	ON	M6A 1V5	USA
Fieldgray Development Corp	331 St Clair Ave East	Pickering	ON	L1W 3W9	USA
Fitzgerald, Brian Dr	2345 Yonge St Suite 905	Toronto	ON	M4P 2E5	USA
Fitzgerald, Derek	202-1387 West 71st Ave	Vancouver	BC	V6P 3B4	USA
Fry, Ben	4930 Prospect Ave	Cincinnati	OH	45242	USA
Fultz, Beth	7621 Tyler's Hill Court	West Chester	OH	45069	USA
Gage, Andrew	450 Skokie Blvd, Ste 507	Northbrook	IL	66962	USA
George Allen & Ann Collins JT/WROS	7220 Farr St	Annandale	VA	22003	USA
Gibbs, Scotty Dr	4118 Picardy Dr	Raleigh	NC	27612	USA
Girls With Big Dreams Trust	10205 SW 115 Court	Miami	FL	33176	USA
Golhar, Shawn-Pavin	11622 Rolling Meadow Dr.	Great Falls	VA	22066	USA
Goodmans LLP	333 Bay Street, Ste 3400	Toronto	ON	M5H 2S7	Canada
Greco, John & Marina Zannatta	66A Lynnhaven Rd	Toronto	ON	M6A 2K9	Canada
Greene, Matthew	50 Bay Street Suite 1444	Toronto	ON	M5J 3A5	Canada
Gubin, Michael	3722 Riviera Ct	Northbrook	IL	60062	USA
Guido Campello Trust	10205 SW 115 Court	Miami	FL	33176	USA
Gundrum, Jason	401 Sunny Acres Dr	Cincinnati	OH	45255	USA
Guttman, Craig	1242 Woodview Ln	Northbrook	IL	60062	USA
Harrington, Scott	50 Bay Street Suite 1444	Toronto	ON	M5J 3A5	Canada
Harris, Robert Scot	2049 Century Park East, Ste 2400	Los Angeles	CA	90067	USA
Harvey, John J	3320 Fortnum Place	Vero Beach	FL	32963	USA
Haussler, Jakki	333 Las Olas Way Unit 3902	Fort Lauderdale	FL	33301	USA
Haussler, Jakki	429 Lafayette Ave	Cincinnati	OH	45220	USA
Hawks Media Fund	2534 Hondo Ave Apt 124	Dallas	TX	75219	USA
Hawks, Taylor	2534 Hondo Ave Apt 124	Dallas	TX	75219	USA
Heatley Family Rev Trust	50 Bay Street Suite 1444	Toronto	ON	M5J 3A5	Canada
Herrick Feinstein LLP	2 Park Ave	New York	NY	10016	USA

Highmore Trade Finance Fund, LP	155 Wellington St. West, 35th Floor	Toronto	ON	M5V 3H1	Canada
Hudson Private LP	181 Bay Street, Ste 1800	Toronto	ON	M5J 2T9	Canada
Hudson Private Wealth	181 Bay Street, Ste 1800	Toronto	ON	M5J2T9	Canada
IAG Inc	3130 Dufferin St	Toronto	ON	M6A 2S6	Canada
Irwin, Jane Trust	1133 Taylorsport Ln	Winnetka	IL	60093	USA
JAAM Ltd.	4100-66 Wellington St. W	Toronto	ON	M5K 1B7	Canada
James Richardson and Nikink Holdings Ltd.	Suite 800, 179 John Street	Toronto	ON	M5T 1X4	Canada
Jill Wieseneck Living Trust	2126 NE 14th Ave	Portland	OR	97212	USA
Jiri Tlustý Jesin	50 Bay Street Suite 1444	Toronto	ON	M5J 3A5	Canada
JMP Equity LLC	14100 CountyLine Road	Hunting Valley	Oh	44022	USA
Jurs, Peter	1113 Fuller St	Cincinnati	OH	45202	USA
JVSC Holdings	3998 9th Line	Bradford	ON	L3Z 2A5	Canada
Kakarlapudi, Vasu	11205 Bodley Dr	Louisville	KY	40223	USA
Kaufman, Joshua	160 W 86th St Suite 14A	New York	NY	10024	USA
KB Holdings Inc	640 N La Salle Dr Suite 295	Chicago	IL	60654	USA
Kempf, Shari	555 12th St Suite 900	Oakland	CA	94607	USA
Kikkino, Jody	2090 Creekside Way	Eugene	OR	97408	USA
Kode, Niranjana	65 Marbury Court	Springboro	OH	45066	USA
Kolber, Steven R.	2665 NW 63rd St	Boca Raton	FL	33496	USA
Koodish, Murray	2933 NE 29th Ave	Portland	OR	97212	USA
Kopec, Anna	603 N Home Ave	Park Ridge	IL	60068	USA
Korpela, Matt	4403 Ocean Front Walk Apt 201	Marina del rey	CA	90292	USA
Krahulec, Gregg	5100 Lampman Ave	Burlington	ON	L7L 6L1	Canada
Krantz, Elisa	297 Taylor Road South	Short Hills	NJ	7078	USA
Kriarakis, Corinne	5 Pyne Hills Court	New Tecumseth	ON	L0G 1W0	Canada
Krol, Linda	100 Granville Ave	Park Ridge	IL	60068	USA
Laner, Steve	216 4th Street	Manhattan Beach	CA	90266	USA
Lawrence Bober CPA LLC Defined Benefit Plan	1699 Pebble Way	Vernon Hills	IL	60061	USA
Leopardo, Anthony	5200 Prairie Stone Parkway	Hoffman Estates	IL	60192	USA
Levy, Robert	19563 Island Court Dr	Boca Raton	FL	33434	USA
Lewis, Sarah	3713 West Leona Street	Tampa	FL	33629	USA
Liuzzo, Marco	100 South Point Dr Unit 2703	Miami	FL	33139	USA
Loeber, Paul	112 W County Line Rd	Barrington Hills	IL	60010	USA
Lukis Global Corporation	365 Bay Street, 11th Floor	Toronto	ON	M5H 2V1	Canada
Marshall, Joseph	311 Knapp Place	Greenport	NY	11944	USA

Martin, Jeff	9915 Ensley Ln	Leawood	KS	66206	USA
Martin, Ronald	14808 Juniper St	Oakland Park	KS	66206	USA
Matta Investments	9 Camargo Pines	Cincinnati	OH	45423	USA
Matteisen, Andrew	200 Spyglass Lane	Jupiter	FL	33477	USA
Maxwell, Christopher	4179 Glengary Dr	Atlanta	GA	30342	USA
McClelland, Lisa	8673 Zenith Cr	Cincinnati	OH	45231	USA
McCullough, William	226 Rittenhouse Square Unit 1006	Philadelphia	PA	19103	USA
McWhitter, Annie	555 12th St Suite 900	Oakland	CA	94607	USA
Medley, Richard	4465 S Jones Blvd	Las Vegas	NV	89103	USA
Mennie, Cheryl Trust	RR #1 Box 131	Granville	IL	61326	USA
Michael G. Loeber Revocable Trust	2307 Linneman Street	Glenview	IL	60025	USA
Miller, Kristine	PO Box 49 Waukesha	Porterville	WI	53187	USA
Mitts, Kathy	866 Woodbury Dr	Villa Hills	KY	41017	USA
Mitts, Kyle	866 Woodbury Dr	Villa Hills	KY	41017	USA
Moon, Michael	3 Owlswood Rd	Tiburon	CA	94920	USA
Morel, Kelly	1 Yonge Street, Ste 1200	Toronto	ON	M5E 1E5	Canada
Mormile, James	1001 Hilts Ave	Los Angeles	CA	90024	USA
Murray, Jennifer	50 Bay Street Suite 1444	Toronto	ON	M5J 3A5	Canada
Nebel, James & Robin	689 Alvarado Rd	Berkeley	CA	94705	USA
Nianiris, Chris	7056 Corporate Way Ste 2	Dayton	OH	45459	USA
Nicholas Patterson	500 - 200 Adelaide Street West	Toronto	ON	M5H 1W7	Canada
Nicholas Patterson, David Brannon, Chris Nianouris, Heather Nianouris, Mathew Korplela, Sign Imports LLC, and Equity Trust Comp	500 - 200 Adelaide Street West	Toronto	ON	M5H 1W7	Canada
Nicholls, Robert & Cathy	9 Noble Court	Georgetown	ON	L7G 1M5	Canada
Noble, Alasdair	400 5th Ave 47F	New York	NY	10018	USA
Offroad Capital	485 Madison Ave 23rd Floor	New York	NY	10022	USA
Oleksiak, Jamieson	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Orzali, Peter	848 Shag Bark Trail	Highland Heights	KY	41076	USA
Overberg, David FBO	555 12th Street, Suite 900	Oakland	CA	94607	USA
Pandorf, Dorothy	6519 Crown Colony Place Apt 102	Naples	FL	34108	USA
Partyka, Paul	4617 West 99th Place	Oak Lawn	IL	60453	USA
Pater, John Giles	1240 Coventry woods Dr	Cincinnati	OH	45230	USA
Pater, Nancy	1240 Coventry Woods Dr	Cincinnati	OH	45230	USA
Pecha, Barry Dr	4465 S Jones Blvd	Las Vegas	NV	89103	USA

Pecha, Dr Barry Trust	4465 S Jones Blvd	Las Vegas	NV	89103	USA
Pecha, Marc	7003 Washita Way	San Antonio	TX	78256	USA
Pizza Nova Restaurants	2247 Midland Ave	Toronto	ON	M1P 4R1	Canada
Polinsky, Mark	2340 Egandale Road	Highland Park	IL	60035	USA
Premium Properties	4100-66 Wellington St W	Toronto	ON	M5K 1B7	Canada
Ramco Electric	530 Coronation Drive	Toronto	ON	M1E 5C8	Canada
Randall M. Toig Trustee	441 Red Hawk Dr	Jupiter	FL	33477	USA
Rea, Daniel M.	118 East Erie St., Unit 24C	Chicago	IL	60611	USA
RHS Building	Golf Village Blvd	Jupiter	FL	33458	USA
Richard, Arthur	610 Innisfree Ln	Cincinnati	OH	45255	USA
Roberto Romo	Box 50, First Canadian Place	Toronto	ON	M5X 1B8	Canada
Roger & Cowan	1840 Centruy Park E., Floor 18	Los Angeles	CA	90067	USA
Ross Pevitz & Shixiao Xu	878 N Marshfield Ave, Unit 1	Chicago	IL	60611	USA
Ross, Dustin	2110 S Bentley Apt 102	Los Angeles	CA	90025	USA
RPA Holdings	1248 Cedarholm Ln	Bloomfield Hills	MI	48302	USA
Rufin, Michael	300 N End Ave, Apt 17B	New York, New York	NY	10282	USA
Russell, Hyde	770 Prospect Ave	Winnetka	IL	60093	USA
SAAK Adventures	635 Woodland Acres Cres	Maple	ON	L6A 1G2	Canada
Safarova Bylinkova, Lucie	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Salem, Anthony Trust	3279 Harborside Drive	Cincinnati	OH	45248	USA
Salem, David	3279 Harborside Dr.	Cincinnati	OH	45248	USA
Sankar, Kiruba K	9605 Fox Run Dr	Mason	OH	45040	USA
Schmidt, Sandy	100 Laurel Ave	Highland Park	IL	60035	USA
Schultz, Raymond	221 East Fourth Street, Ste 2700	Cincinnati	OH	45202	USA
Schurr Investments	21 Wilson Lane	Fairview	NC	28730	USA
Schurr, Michael FBO	21 Wilson Lane	Fairview	NC	28730	USA
Scot, Robert Bldg Venture	547 Greenleaf Ave	Glencoe	IL	60022	USA
Shah, Maulin	10 Wayside Lane	Scarsdale	NY	10583	USA
Shah, Neal	8171 Margaret Lane	Cincinnati	OH	45242	USA
Sheppard Mullen LLP	333 Hope Street	Los Angeles	CA	90071	USA
Slaight Music Inc.	112 Buckingham Ave	Toronto	ON	M4N 1R6	Canada
Soergel, Whitney	2544 Woodbourne Ave	Louisville	KY	40205	USA
Sreekantham, Arun Vangipuram	11517 Holstein St	Fulton	MD	20759	USA
Staal, Eric	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Staal, Jordan	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada

Staal, Mark	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Stacey, James FBO	39814 Chimneysweep Ln	Blue Ash	OH	45241	USA
Stanley, Kevin	1205 Madonna Court	Pickering	ON	L1X 1V8	Canada
Stearns, Eli	2014 Country Cove Court	Las Vegas	NV	89135	USA
Stouffer, Joan	3702 Elite Ln	Mason	OH	45040	USA
Strauss, Christianne L	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Strome, Ryan	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Sunrise Capital	8700 W Bryn Mawr, Suite 810N	Chicago	IL	60631	USA
Sutourious, John	44 Evergreen Court	Cincinnati	OH	45215	USA
Swisher, Molly B.	1726 NE 64th Ave	Portland	OR	7213	USA
Tina Byles-Williams Trust	226 W Rittenhouse Square, Unit 1006	Philadelphia	PA	19103	USA
Toffoli, Tyler Anthony	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Tokarz, Derek	4423 Vrain St	Denver	CO	80212	USA
Turchan, Glenn	253 Golf Course Rd	Conestogo	ON	N0B 1N0	Canada
Ugo 2020 Trust	9830 SW 125	Miami	FL	33186	USA
Ury, Burton S.	665 Sheridan Rd	Highland Park	IL	60035	USA
Van Riemsdyk, James	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Van Riemsdyk, Trevor	50 Bay Street, Suite 1444	Toronto	ON	M5J 3A5	Canada
Vanounou, Patricia	120 Rue Finchley	Hampstead	QC	H3X 3A2	Canada
Virginia Lee Elliott GST Trust	1630 Huguenot Rd	Midlothian	VA	23113	USA
Vizina, Keith	2256 Francis Ln	Cincinnati	OH	45206	USA
Wagner, David	2921 Utopia Place	Cincinnati	OH	45208	USA
Wainscott, Jason FBO	57 W Hill Lane	Cincinnati	OH	45215	USA
Watts, Mark & Gina	2320 Adirondak Trail	Oakville	ON	L6M 0E9	Canada
Weil, Dennis	221 Hancock Court	Safety Harbour	FL	34695	USA
Weinberg, Robert	1712 Lago Vista Blvd	Palm Harbor	FL	34685	USA
Wells Entertainment Fund	6309-43 Street, Unit 1	Lloydminster	AB	T9V 2W9	Canada
Whipple, Mary	438 E Bridlewood Drive	Salt Lake City	UT	84107	USA
Whitten, Jonathan	221 E 4th Street Suite 2700	Cincinnati	OH	45202	USA
Wieseneck, Suzanne 1999 Gift Trust	2126 NE 14th Ave	Portland	OR	97212	USA
Williams, Mac	226 W Rittenhouse Square, Unit 1006	Philadelphia	PA	19103	USA
Williams, Michael	8915 Pinehurst cove	Duluth	GA	30097	USA
Wilson, Eric	631 North Broad Street, #204	Philadelphia	PA	19123	USA
Wonser, Debra	15971 Viking Warrior Drive	Westfield	IN	46074	USA

Estate Number: 31-3003083

PROOF OF CLAIM

In the matter of the bankruptcy (or the proposal or the receivership) of Creative Wealth Media Finance Corp. of Toronto, Ontario
and the claim of _____ creditor.

All correspondence regarding this claim should be sent to the following address: _____

SEE No. 1 I, _____ (name of creditor or representative of the creditor), of
_____, (full address), do hereby certify:

SEE No. 2 1. that I am a creditor of the above-named debtor (or that I am _____ (state position or title)
of _____ (name of creditor)

SEE No. 3 2. That I have knowledge of all the circumstances connected with the claim referred to below.

SEE No. 4 3. That the debtor was, at the date of the bankruptcy (or the date of the receivership, or in the case of a proposal, the date of
the notice of intention or of the proposal, if no notice of intention was filed), namely the October 27, 2023 day of
_____, and still is, indebted to the creditor in the sum of \$ _____,
as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any
counterclaims to which the debtor is entitled. (The attached statement of account, or affidavit or solemn declaration must specify the vouchers or
other evidence in support of the claim.)

SEE No. 5 4. (Check and complete appropriate category.)

() A. UNSECURED CLAIM OF \$ _____ (other than as a customer contemplated by
Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and (Check appropriate description)

() Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

() Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

() B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

THAT I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based)

() C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of
which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and
attach a copy of the security documents.)

() D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____

(Attach a copy of sales agreement and delivery receipts.)

() E. CLAIM BY WAGE EARNER OF \$ _____

() That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____

() That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____

() F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____

() That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____

() That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____

() G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

() H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

- SEE No. 6** 5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of Section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.
- SEE No. 7** 6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three (3) months (or, if the creditor and the debtor are related within the meaning of Section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2(1) of the Act: (Provide details of payments, credits and transfers at undervalue.)

(Applicable only in the case of the bankruptcy of an individual.)

- () Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- () I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

SEE No. 8 Dated at _____, this _____ day of _____, _____

Signature of Witness

Signature of Creditor

Telephone: _____ Fax: _____ E-Mail: _____

NOTE: If an affidavit or solemn declaration is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor. Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

NOTE: If a copy of this Form is sent electronically by means such as email, the name of and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING YOUR PROOF OF CLAIM FORM,
PLEASE CONTACT THE TRUSTEE'S OFFICE AT: (416) 224-4225**

GENERAL PROXY

In the matter of the bankruptcy (or of the proposal) of: _____

I/We _____ (name of creditor), of _____ (name of city or town), a creditor in the above matter, hereby appoint _____ of _____, to be my/our proxy in the above matter (excepting only as the receipt of dividends), with (or without) power to appoint another proxy in his or her place.

SEE No. 9 Dated at _____, this _____ day of _____, _____

Signature of Witness

Signature of Creditor

PLEASE READ THIS CAREFULLY BEFORE YOU PREPARE YOUR PROOF OF CLAIM

1. The person making this claim must personally sign this form. **The signature must be witnessed.**
2. If you are signing this form on behalf of a corporation or other person you must state the title or capacity in which you are acting, such as "credit manager", "accountant", "controller", "authorized agent", etc. This form must be signed by the person making the declaration.
3. You must have knowledge of the circumstances connected with the claim.
4. Please fill in the date of the bankruptcy as shown on the Notice to Creditors. **The proof of claim is incomplete unless you include a statement (marked "Schedule A").** The balance on this statement must be complete and agree with the balance claimed by you as of the date of bankruptcy. It must show the date, number and amount of all invoices or charges, together with the date, number and amount of all credits or payments. A "balance forward" or one line figure does not meet the disclosure requirements for proofs of claim issued by the Superintendent of Bankruptcy.

5. Please check (x) the type of claim which applies to you. ****PLEASE DO NOT LEAVE THIS SECTION BLANK****

If you have a regular unsecured claim, then please check (x) beside the phrase "I do not claim a right to a priority".

A priority claim is only granted to specific creditors under Section 136 of the *Bankruptcy and Insolvency Act*. Please review the legislation to determine if you are eligible to make such a claim in this estate.

If you have a **SECURED CLAIM**, you must:

- (a) insert the value that you feel your security is worth, **and**
 - (b) prove that you are secured by attaching a copy of your security document (chattel mortgage and a copy of your financing statement issued under the *Personal Property Security Act*, etc.). If you hold a mortgage over real estate, please provide the trustee with a copy of the mortgage document.
6. If you are related to the bankrupt, please cross out the word "not". If you are related by blood or marriage to the bankrupt, then you should consider yourself a related person. If the bankrupt is a corporation, you would be considered to be related to it if you were a shareholder, or if your company was controlled by the same shareholders as the bankrupt corporation.
7. You **must** provide the **full** details of all payments and credits received from or allowed to the debtor during the period indicated.
8. The proof of claim is **INCOMPLETE** unless it has been **dated, signed and witnessed**.
9. If you wish to appoint a proxy, the proxy form must be completed and signed by the creditor. If the creditor is a corporation, the proxy must be signed in the corporate name and not necessarily by the individual signing the proof of claim form. If a corporation grants a voting proxy to an individual, the proxy section should be both signed, dated and witnessed. The *Bankruptcy and Insolvency Act* permits a proof of claim to be made by a duly authorized agent of a creditor, but this does not give a person power to vote at the first meeting of creditors or to act as the creditor's proxy unless the **GENERAL PROXY** section has been completed.

GENERAL INFORMATION

A creditor may vote either in person or proxy.

A debtor may not be appointed as proxy to vote on behalf of a creditor.

The trustee may be appointed as proxy to vote on behalf of a creditor.

A corporation may vote by an authorized agent at a meeting of creditors.

In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy section of the proof of claim.

EXHIBIT G

**IN THE MATTER OF THE BANKRUPTCY OF
CREATIVE WEALTH MEDIA FINANCE CORP.
OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

Trustee's Preliminary Report to Creditors

Background: On October 27, 2023, Creative Wealth Media Finance Corp. ("Creative Media" or the "Company") filed a Notice of Intention to Make a Proposal (the "NOI"). As Creative Media did not file a proposal or obtain an order to extend the time for filing a proposal, the Company was deemed to have filed an assignment in bankruptcy on November 28, 2023. Rosen Goldberg Inc. has been appointed by the Office of the Superintendent of Bankruptcy as the Trustee (the "Trustee") until the first meeting of creditors.

The following companies are not subject to insolvency proceedings:

- Creative Wealth Media Lending Inc.
- Creative Wealth Advisory Inc.
- Creative Wealth Media Lending LP 2016

Creative Media commenced operating in 2013.

Creative Media was a syndicator that arranged and provided financing for the development and production of motion pictures, films, television streaming and animated productions (the "Investments").

Those providing funding to Creative Media are identified as Financiers who would enter into Loan Agreements or Term Sheets

In general terms, Financiers are classified into two general categories. Those that subsequently entered into Participation Agreement ("Agreement") and those that advanced Creative Media funds as a loan

Under the Agreement, Creative Media was identified as the Lender. In most cases, the investment, which financed individual projects, were entered into with Bron Media Corp which was identified as the borrower. Bron Media Corp is insolvent and subject to CCAA proceedings.

Under the terms of the Agreement, the Financiers:

- Acquired a fractional equity interest in an Investment;
- Did not have a debtor/creditor relationship with Creative Media; and
- Did not have a guaranteed repayment from Creative Media.

In addition, Creative Media would act as trustee for the Financier in administering the terms of the agreement with the investment.

Under the Loan Agreements, the funds provided to Creative Media were loans which Creative Media used to fund various projects designated as Series B, Series D, Series E, Series F and Series H. Repayment on these loans are secured by Creative Media.

Creative Media initiated insolvency proceedings as a result of:

- (i) The filing of CCAA proceedings by Bron Media Corp (July 19, 2023);
and
- (ii) Ongoing litigation in both Canada and the United States of America ("USA").

Section A: Assets

Pursuant to the sworn Statement of Affairs, the Company estimates that approximately \$67,000,000 will be recovered, as follows:

- Bron CCAA \$ 7,000,000
- Various productions \$60,000,000

The \$60,000,000 is anticipated to be collected over the next 12 months from Series B, Series D, Series E, Series F and Series H projects.

Under the terms of the Loan Agreements, creditors may have been given security interest by way of general security agreements.

Section B: Conservatory and Protective Measures

The Trustee will be notifying the appropriate parties that funds owing to Creative Media are to be paid to the Trustee.

Section C: Legal Proceedings

All legal actions in Canada are stayed as a result of the insolvency proceedings.

The Trustee has retained the legal firm of Dickson Wright to act as estate solicitor. The estate solicitor will be providing a legal to:

- (i) Confirm the nature of the funds that may be collected by the estate. The issue will be to determine if the funds received are for the benefit for the general body of unsecured creditors or relate solely to investors in the Agreement; and
- (ii) Confirm the validity of the security provided under the Loan Agreements

The Trustee has also retained U.S. counsel to bring proceedings in the United States to have the bankruptcy recognized in the United States. By doing so there would be a stay of proceedings against ongoing litigation.

Section D: Provable claims

Based on the Statement of Affairs, the claims against this estate appear to be as follows:

	Per Statement of Affairs	Filed to date
Secured	NIL	\$15,399,596
Preferred	NIL	NIL
Unsecured	\$103,740,012	\$ 3,512,219

1. Claims in USA dollars will be converted at the rate existing at October 27, 2023 (1.3882) being the initial insolvency date.
2. Included in the mailing of the Notice of Bankruptcy was a Supplementary Mailing List ("SML"). Those listed on the SML were provided with a notice of the bankruptcy proceeding for information purposes only. After Creative filing the Notice of Intention to Make a Proposal, it was determined that those investors listed on the SML had signed the Agreement and as such do not have a debtor-creditor relationship with Creative Media. The Trustee has received claims from these investors totaling \$70,372,051 which have not been admitted by the Trustee.
3. A significant number of creditors that are subject to the Loan Agreements have filed claims as secured creditors. These creditors were reflected on the Statement of Affairs as unsecured (see Section C- Legal Proceedings).
4. Claims received from investors who have signed the Agreement and are not recognized, at this time, as creditors of Creative Media.
5. One creditor Arvind Rao Palep was incorrectly recorded as being owed \$11,070,000. The amount that should have been recorded on the Statement of Affairs was \$1,070,000. Accordingly, the total amount of unsecured creditors on the Statement of Affairs should have been \$93,740,021.

Section E Secured Creditors

The validity of the claims of secured creditors will be subject to the opinion provided by the estate solicitor (see Section C- Legal Proceedings).

Section F Anticipated realization and projected distribution

The Trustee cannot determine at this time the amount of any distribution to unsecured creditors.

Sections

G & H Reviewable Transactions, Preference Payments and Other Matters

The Trustee is in the process of conducting a preliminary review of the financial affairs

of Creative Media.

Prior to Creative Media filing the NOI, Rosen Goldberg Inc. had been consulted in regard to the Bron Media Corp CCAA proceedings.

The Trustee received a third-party guarantee in the amount of \$75,000 excluding legal fees relating to the obtaining the Recognition Order in the United States.

Dated at Toronto, Ontario, this 14th day of December, 2023.

ROSEN GOLDBERG INC.
LICENSED INSOLVENCY TRUSTEE

EXHIBIT H

District of ONTARIO
Division No. 09 – Toronto
Court File No.: BK-24-03003083-0031
Estate File No.: 31-3003083

ONTARIO
SUPERIOR COURT OF JUSTICE
(In Bankruptcy and Insolvency)

IN THE MATTER OF THE BANKRUPTCY OF
CREATIVE WEALTH MEDIA FINANCE CORP.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

AFFIDAVIT OF ARIF DHANANI
(Originally Sworn February 21, 2024; Re-Sworn March 4, 2024)

I, **Arif Dhanani**, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a Managing Director at TDB Restructuring Limited ("**TDB**"). TDB is the bankruptcy trustee (the "**Trustee**") of Creative Wealth Media Finance Corp. ("**CWMF**") and as such I have knowledge of the following matters except where I indicate that statements are based upon information provided by others, in which case I verily believe the information to be true. I have re-sworn this affidavit to remove certain information in paragraph 28 that may be confidential and redacted Exhibit "S" to remove reference to this information.
2. For ease of reference and to avoid any confusion, I note that as of February 1, 2024, RSM Canada Limited was acquired by its service practice leaders, Bryan Tannenbaum, Jeff Berger, and me and changed its name to TDB.

3. I swear this Affidavit in support of the Trustee's efforts to obtain the deeds, books, records and documents and all property of the bankrupt (collectively the books and records) of CWMF. The Trustee requires the books and records to administer the bankruptcy estate of CWMF.

CWMF

4. CWMF is a company incorporated pursuant to the laws of Ontario and headquartered in Toronto, Ontario. Jason Cloth is CWMF's sole director. CWMF provided financing for the development and production of motion pictures, films, television streaming and animated productions. Attached hereto and marked as [Exhibit "A"](#) is a copy of CWMF's corporate report.
5. CWMF's office is located at 151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4. This office is also shared by Creative Wealth Media Lending Inc. ("CWML"), Creative Wealth Media Lending LP 2016, and Creative Wealth Media Advisors Inc. ("CWMA") Mr. Cloth is a director and officer of CWML and CWMA. Mr. Cloth is also a director and officer of Creative Wealth Holdings Inc. Attached hereto and marked as [Exhibit "B"](#) are the respective corporate reports for these entities. I understand from the decision of Justice Gomery in *Bron Media Corp (Re)*, 2023 BCSC 2109, which is discussed in greater detail at paragraph 32, that Creative Wealth Holdings Inc. is the parent company of one of the partners of Creative Wealth Media Lending LP 2016.

Bankruptcy Proceedings

6. On October 27, 2023, CWMF commenced proposal proceedings pursuant to section 50.4(1) of the Bankruptcy and Insolvency Act ("**BIA**") by filing a Notice of Intention to Make a Proposal ("**NOI**"). Rosen Goldberg Inc. ("**RGI**") consented to act as the Licensed Insolvency Trustee. The NOI is signed by Mr. Cloth on behalf of CWMF and attaches a creditor mailing list Attached hereto and marked as [Exhibit "C"](#) is a copy of the NOI.
7. I am advised by Wojtek Jaskiewicz, counsel for Premium Properties Limited, that the NOI was filed one business day before Mr. Cloth was scheduled for examination by Premium Properties

Limited and other plaintiffs in file CV-20-00635727-00CL, in which CWMF, Mr. Cloth, and others are defendants. The NOI had the effect of staying the proceedings against CWMF but not against Mr. Cloth personally. The parties agreed that Mr. Cloth would attend his examination for discovery on November 6, 2023 to answer questions that were not subject to the stay of proceedings against CWMF. I am further advised that Mr. Cloth failed to attend the November 6, 2023 examination for discovery. At a case conference on January 18, 2024, Justice Cavanaugh noted Mr. Cloth's failure to attend the examinations on November 6, 2023 and directed that the examination proceed during the first two weeks of April 2024. Attached hereto and marked as [Exhibit "D"](#) is a copy of the endorsement by Justice Cavanaugh.

8. On November 28, 2023, CWMF was deemed to have filed an assignment in bankruptcy because CWMF did not file a proposal or obtain an order to extend the time for filing a proposal. RGI was appointed as the initial trustee (the "**Initial Trustee**") of the estate of the bankrupt by the Official Receiver, subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
9. On November 29, 2023, the Initial Trustee scheduled the first meeting of creditors for December 15, 2023. The Initial Trustee also provided CWMF's sworn Statement of Affairs to the creditors, listing under liabilities at \$103,740,021.00 due to unsecured creditors and under assets \$67,000,000.00 as "Good" under the "accounts receivable and other receivables" column. Mr. Cloth swore the Statement of Affairs. Attached hereto and marked as [Exhibit "E"](#) is a copy of the Notice of Bankruptcy and Statement of Affairs.
10. On December 14, 2023, the Initial Trustee provided its Preliminary Report to Creditors. Attached hereto and marked as [Exhibit "F"](#) is a copy of the Preliminary Report to Creditors. In the Preliminary Report to Creditors, the Initial Trustee, *inter alia*, provided background information

on CWMF, its operations, information about assets, conservatory and protective measures, legal proceedings, provable claims, and the previous steps in the bankruptcy, including that:

- (a) CWMF was the only company subject to insolvency proceedings whereas other companies, such as CWML, Creative Wealth Advisory Inc.¹ and Creative Wealth Media Lending LP 2016 are not subject to insolvency proceedings;
- (b) CWMF commenced operating in 2013;
- (c) CWMF was a syndicator that arranged and provided financing for the development and production of motion pictures, films, television streaming and animated productions;
- (d) CWMF initiated insolvency proceedings as a result of (1) the filing of CCAA proceedings by Bron Media Corp. on July 19, 2023, and (2) ongoing litigation in both Canada and the United States;
- (e) CWMF estimated that the approximately \$67,000,000.00 noted in the Statement of Affairs will be recovered from (1) Bron CCAA (\$7,000,000.00) and (2) various productions (\$60,000,000.00);
- (f) The \$60,000,000 was anticipated to be collected over the next 12 months from Series B, Series D, Series E, Series F and Series H projects;

11. On December 15, 2023, the First Meeting of the Creditors of CWMF was held by zoom conference call. During the meeting, the creditors voted in favour of substituting RSM Canada Limited as Trustee of the estate of CWMF. As mentioned above, on February 1, 2024, RSM Canada Limited changed its name to TDB. During the meeting, the Initial Trustee also reviewed the events that

¹ Note that the Preliminary Report refers to "Creative Wealth Advisory Inc." A corporate search has not returned any results for an entity with that name. There is a "Creative Wealth Media Advisors Inc." which has the same corporate address as CWMF as described above.

had taken place prior to the first meeting of creditors. Inspectors were elected. Attached hereto and marked as [Exhibit "G"](#) is a copy of the Minutes of the First Meeting of Creditors.

12. On December 28, 2023, the Official Receiver published the Certificate of Assignment, confirming RSM Canada Limited as the Trustee. Attached hereto and marked as [Exhibit "H"](#) is a copy of the Certificate of Assignment.
13. The Initial Trustee has been asked specifically whether the Initial Trustee had possession of CWMF's books and records. On January 2, 2024, Brahm Rosen of RGI, the person principally responsible for the CWMF bankruptcy for the Initial Trustee, advised that the Initial Trustee did "not have the books for the company." On February 14, 2014, my colleague, Bryan Tannenbaum, again asked the Initial Trustee whether certain of the books and records were transferred to the Initial Trustee. On the same day, Brahm Rosen responded that the Initial Trustee "never received any books and records..." Attached hereto and marked as [Exhibit "I"](#) are copies of the emails between Mr. Rosen and myself and others.
14. Without access to CWMF's books and records, the Trustee has since sought to fulfill its duties under the *BIA*, including by meeting with the inspectors and investigating CWMF's assets, by contacting third parties such as Freeway Entertainment and Fintage House to obtain information about CWMF's assets. Freeway Entertainment and Fintage House are film and TV rights companies that manage collections for movie projects and disburse funds to CWMF. Freeway Entertainment has granted the Trustee access to its portal and provided information about some of CWMF's assets. Fintage House is in the process of doing so.

Jason Cloth Fails to Deliver CWMF's Books and Records

15. The Trustee requested the books and records from Mr. Cloth. As detailed in this section of my Affidavit, Mr. Cloth has failed to deliver or provide access to CWMF's books and records.

16. On January 3, 2024, I sent a letter to CWMF's counsel, Mr. Eric Golden at Blaney McMurtry LLP, requesting the books and records. Attached hereto and marked as [Exhibit "J"](#) is a copy of the letter dated January 3, 2024. Between January 11, 2024 and January 16, 2024, there was correspondence between my colleague, Mr. Tannenbaum, and Mr. Golden including regarding CWMF's books and records. This correspondence is referred to below in [Exhibit "O"](#).
17. On January 16, 2024, my colleague, Mr. Tannenbaum, requested Mr. Cloth's availability to discuss, *inter alia*, the delivery of CWMF's books and records. Mr. Tannenbaum also inquired about background information as to the causes of the bankruptcy, information and documents relating to CWMF's bank accounts, information relating to the categorization of creditor's claims as against CWMF, and a description of the nature and breakdown of the \$67 Million of accounts receivable listed in CWMF's Statement of Affairs which was sworn by Mr. Cloth. Mr. Tannenbaum acknowledged that CWMF's counsel had provided some information regarding the \$67 Million but that the Trustee required more specifics. Mr. Cloth did not respond to Mr. Tannenbaum's email. Attached hereto and marked as [Exhibit "K"](#) is a copy of Mr. Tannenbaum's email to Mr. Cloth, to which I am copied.
18. On January 19, 2024, Mr. Tannenbaum sent a second request to Mr. Cloth inquiring about the same information. Mr. Cloth did not respond. Attached hereto and marked as [Exhibit "L"](#) is a copy of Mr. Tannenbaum's email to Mr. Cloth, to which I am copied.
19. On January 22, 2024, the Trustee's previous counsel, George Benchetrit of Chaitons LLP, sent a letter to Mr. Cloth informing him that the Trustee will be attending the business premises of CWMF on January 23, 2024 for the purpose of taking possession of the company's and records. Attached hereto and marked as [Exhibit "M"](#) is a copy of the letter and the email attaching same, dated January 22, 2024.
20. Between January 22, 2024 and January 30, 2024, Mr. Benchetrit and the Trustee's current counsel, Mr. Michael Nowina of Baker McKenzie LLP, tried to organize a meeting with Mr. Cloth and his

counsel, Mr. David Ullmann and Mr. Golden at Blaney McMurtry LLP, to attend the business premises of CWMF for the purposes of taking possession of the books and records. Attached hereto and marked as [Exhibit "N"](#) is a copy of the email chain, which includes the following:

- (a) On January 22, 2024, at 1:11 PM, Mr. Cloth advised that multiple companies work "out of that space unrelated to CW Media" and that "we gave the books and records to the original monitor". There was no "monitor" appointed so this appears to be a reference to the Initial Trustee which has confirmed that it did not receive CWMF's books and records.
- (b) On January 22, 2024, at 1:23 PM, CWMF's counsel, Mr. Golden, advised that there are "a number of issues" that he had previously raised and inquired about responses to same.
- (c) On January 22, 2024, at 3:04 PM, Mr. Benchetrit advised that the issues raised by Mr. Golden "don't detract from Mr. Cloth's obligation to comply with his requirements and his attendance tomorrow is required."
- (d) On January 22, 2024 at 3:18 PM, Mr. Golden stated that the meeting ought to have been scheduled on consent given his prior email correspondence. Mr. Golden also noted that Trustee's right to access "the books and records don't detract from the Trustee's obligations to respond to issues we have raised since Dec 20." Attached hereto and marked as [Exhibit "O"](#) is a copy of the referenced emails between Mr. Golden and Mr. Tannenbaum, copying myself and others.
- (e) On January 22, 2024 at 7:43 PM, CWMF's other counsel, Mr. Ullman, advised that CWMF would not be ready to hold a meeting with the Trustee on January 23rd. He also warned that the Trustee would be "turned away" at the business premises if the Trustee proceeded without CWMF present because there are other active and

operating business on the premises. Mr. Ullman proposed a meeting during the "afternoon of Thursday" (January 25, 2024) or the "afternoon of Friday" (January 26, 2024).

- (f) On January 23, 2024, at 8:21 AM, Mr. Benchetrit responded to Mr. Ullman and agreed to postpone the attendance at CWMF's premises to Thursday, January 25, 2024 at 2:30 PM. Mr. Benchetrit also inquired about the party/parties Blaney McMurtry LLP represented.
- (g) On January 23, 2024, at 8:42 AM, Mr. Cloth cancelled the meeting for January 25.
- (h) On January 23, 2024, at 8:52 AM, Mr. Benchetrit reminded Mr. Cloth that the time on Thursday afternoon had been proposed by Mr. Ullman, CWMF's counsel, and that Mr. Cloth's attendance was required.
- (i) On January 23, 2024, at 10:00 PM, Mr. Ullman explained that Mr. Cloth was in Los Angeles and proposed a new meeting time on January 31, 2024. Mr. Ullman also advised that he would attempt to "learn about the books and records in question and perhaps mitigate the need for a meeting."
- (j) On January 25, 2024, Mr. Benchetrit accommodated CWMF's request to postpone the attendance at the CWMF's premises to January 31 at 1:30 pm. Mr. Benchetrit also asked the specific questions below to which there has been no answer:
 - (i) **Online access to the CWMF TD bank accounts** – Please provide the necessary username, passwords and/or other information to access the bank accounts.
 - (ii) **Banking documents** – Please provide electronic copies of statements for all CWMF's bank accounts, cheques deposited and written, incoming and

outgoing wire payments and receipts and all supporting documentation for same for the 3 year period prior to the date of bankruptcy.

- (iii) **\$67,000,000 recoverable from various productions** - The Statement of Affairs sworn by Mr. Cloth refers to "Good" accounts receivable of \$67 million. The Trustee's Preliminary Report to Creditors (Rosen Goldberg Inc.) issued December 14, 2023 indicates: *Pursuant to the sworn Statement of Affairs, the Company estimates that approximately \$67,000,000 will be recovered, as follows: Bron CCAA \$7,000,000; Various productions \$60,000,000. The \$60,000,000 is anticipated to be collected over the next 12 months from Series B, Series D, Series E, Series F and Series H projects.* Please provide details of the Series B-H projects and supporting documents.

- (iv) **Payments to Conacher/Olympus Projects** – Eric's email to Bryan sent January 15 included the following statement: I am advised by Jason Cloth that of the \$67M in CWMF receivables, approximately \$50M including interest is in respect of the Conacher Kingston project, and another one called Olympus involving the same recently deceased promoter. Please provide evidence of those payments and all documents supporting the related transactions. Also please clarify the discrepancy between Eric's statement regarding the Conacher and Olympus projects and the statements regarding accounts receivable in the Statement of Affairs and the Trustee's Preliminary Report to Creditors.

- (k) On January 30, 2024 at 11:47 PM, Mr. Nowina advised Messrs. Ullmann and Cloth that Baker McKenzie LLP had been retained by the Trustee and that the Trustee intended to proceed with the January 31 meeting. Mr. Nowina also advised that the Trustee's forensic team would attend to image the computers and servers. Mr.

Nowina also requested answers to Mr. Benchetrit's questions from January 25, 2024.

- (l) On January 30, 2024 at 2:42 PM, Mr. Ullman responded to Mr. Nowina by email, which was sent on Mr. Ullman's behalf by Ms. Ariyana Botejue. Mr. Ullman addressed several issues including:
 - (i) Mr. Ullman acknowledged the outstanding questions raised by Mr. Benchetrit in his January 25, 2024 email and promised to write separately regarding same. I am informed by Mr. Nowina that, to date, Mr. Ullman has not done so.
 - (ii) Mr. Ullman confirmed the January 31, 2024 attendance at CWMF's business premises, but Mr. Ullman raised two concerns as to whether a meeting would be helpful. First, he noted that "there is no clear section of the premises which deals with just the bankrupt company. Everything is intermingled." He mentioned that it would be tedious to decipher which documents belonged to CWMF and which did not. He also noted that the premises housed at least one in-house counsel office. Second, Mr. Ullman reported that during the Covid-19 pandemic, CWMF digitized its books and records, which "are located on an Office 365 cloud location." Mr. Ullman also advised that the "cloud account is not segregated and could not simply be turned over to you without page by page review. Similarly, I understand that the email accounts are intermingled."
 - (iii) Mr. Ullman asserted that "books, records and relevant information had previously been assembled and provided to Mr. Rosen in connection with the NOI filing." As described above, Mr. Rosen has unequivocally stated that the Initial Trustee was not provided with any books and records.

- (iv) Mr. Ullman advised that Ms. Jenifer George, Mr. Cloth's assistant, would most likely be to be useful to the Trustee, however, that Ms. George would be unavailable during the January 31, 2024 meeting.
 - (v) Mr. Ullman offered to provide the Trustee with copies of the minute book. Despite his promise, Mr. Ullman has not provided any copies of the minute book.
 - (vi) Mr. Ullman suggested that the Trustee focus its efforts on "deciding what it wants to do with the intermingled electronic records."
 - (m) On January 30, 2024, Mr. Cloth stated: "Jenifer is not in the office tomorrow and I'm gone after 1:30. I'm not just giving them access to random information. If that's what's going to happen. Nobody will be in the office tomorrow."
21. On January 30, 2024, Mr. Nowina confirmed with Mr. Ullman that the Trustee would attend CWMF's business premises on January 31, 2024, and advised, among other things, that the Trustee intended to take possession of the physical and electronic records of CWMF during the meeting. He advised that the Trustee would cooperate with CWMF to "find a practical solution to ensure that the records of non-bankrupt entities are excluded, including, for example, by taking custody of all of the data on the Office 365 cloud, but not extracting the data until there is agreement on how the records that do not belong to CWMF will be dealt with." He noted that this was a practical solution that addresses concerns about privacy and privilege while allowing the Trustee to take possession of the records of CWMF. Mr. Nowina reiterated that the Trustee requires the books and records to commence its work to maximize the recoveries for the creditors of CWMF. Attached hereto and marked as [Exhibit "P"](#) is a copy of the email chain, containing the email from Mr. Nowina to Mr. Ullman et al., dated January 30, 2024.
22. In this same email, Mr. Nowina also provided a list of requests including:

- (a) Please explain in more detail how the records were intermingled.
- (b) Please confirm the name of person who is managing the Office 365 account and have that person available to meet with RSM's forensic team.
- (c) Confirm whether there are separate email mailboxes for employees of CWMF as that is one technique for segregating the records.
- (d) Please segregate the computers used by former employees of CWMF. If those computers are being used by the other businesses then that is an issue we can discuss tomorrow.
- (e) Please confirm what steps have been taken since the bankruptcy to preserve and prevent the destruction, alteration or deletion of relevant information and records of CWMF and if those steps have not been taken to take them now.

CWMF Refuses Access to Books During January 31, 2024 Meeting

23. On January 31, 2024, Mr. Nowina and I attended the business premises of CWMF located at 151 Bloor Street West, Toronto, Ontario, M5S 1S4 to take possession of the books and records. The following people were also present: Mr. Ullman as counsel for CWMF, Mr. Cloth, and Mr. Brian Koscak as in-house counsel for a non-bankrupt entity that he introduced as "Creative Wealth Media Lending". While I initially understood this to be "Creative Wealth Media Lending Inc.," it is possible that he was referring to Creative Wealth Media Lending LP 2016 or another entity. For the purposes for reporting what transpired at the event I will refer to the non-bankrupt entity as "CWML".

24. The following events transpired during the meeting:

- (a) Mr. Nowina and I were shown around the premises. Mr. Cloth confirmed that there are no material hard copies of the books and records at the premises because all books and records were digitized and are stored on the cloud.
- (b) The Trustee requested access to the books and records on the cloud. CWMF refused. Instead, Mr. Ullman advised that he would be sending a letter setting out CWMF's position on providing access to the books and records. No such letter has been received by the Trustee and/or the Trustee's counsel.
- (c) Mr. Ullman advised that there were no separate email accounts for CWMF and CWML and that the email accounts would be used to conduct business for multiple companies. Mr. Ullman described the books and records of CWMF as "intermingled" with the books and records of CWML and other companies. Mr. Koscak confirmed that CWML's records were on a shared cloud account with CWMF and that he had not been made aware of the Trustee's request for access to CWMF's books and records until recently. Mr. Koscak advised that he was asserting privilege on the contents of his office and his records stored on the cloud. The Trustee requested confirmation of the names and contact information for all the companies that shared access to the cloud services where CWMF's books and records are stored. No such information has been provided to the Trustee and/or the Trustee's counsel.
- (d) Mr. Cloth advised that there was a separate folder containing documents for all of the films that CWMF provided funding to and that these documents are segregated. The Trustee requested access to these documents. To date, access to these documents has not been provided.

- (e) The Trustee requested the contact information for Ms. George, who Mr. Ullman had previously advised was the person responsible for managing access to the information store on the cloud. On directions from Mr. Koscak, Mr. Ullmann advised that her contact information would not be provided at the meeting.
 - (f) Mr. Cloth was asked to provide any information he had on the \$67 Million in receivables that are listed as an asset of CWMF in the Statement of Affairs sworn by Mr. Cloth. Mr. Ullman advised on Mr. Cloth's behalf that he had no information to share at the meeting and that a letter would be sent from Mr. Ullman's setting out Mr. Cloth and CWMF's position on sharing information with the bankruptcy trustee concerning the \$67 Million of accounts receivable. No such letter has been received by the Trustee and/or the Trustee's counsel.
 - (g) In light of ongoing US litigation, Mr. Cloth was asked to confirm whether CWMF had any assets in Florida and he advised that it did not.
 - (h) The Trustee set forth its position that the Trustee was entitled to take possession of CWMF's books and records and that the appropriate course of action would be to permit the Trustee to take custody of all the records on the cloud but with an undertaking not to access them until the issue of how to exclude the records of CWML and the other companies was determined. Both Mr. Ullman and Mr. Koscak advised that this was not acceptable.
25. On February 6, 2024, Mr. Nowina, the Trustee's counsel, summarized the meeting on January 31, 2024, in a letter addressed to Mr. Ullman, copying Messrs. Cloth, Koscak, Tannenbaum and

myself. Attached hereto and marked as [Exhibit "Q"](#) is a copy of Mr. Nowina's letter and the emails attaching same. The letter sets out the following issues:

- (a) The Trustee's concern that access to the books and records has not been provided and that no explanation was given on what steps were taken to preserve the books and records.
- (b) The statutory duties of officers of bankrupt companies under the *BIA* and the Trustee's view that Mr. Cloth has not fulfilled his duties.
- (c) Demanded answers to the questions posed by Mr. Benchetrit on January 25, 2024, and the questions posed on January 30, 2024.
- (d) Inquired about the party/parties that Blaney McMurtry LLP represented, a question that Mr. Benchetrit had previously asked on January 23, 2024.
- (e) Sought confirmation that CWMF's books and records are stored using the cloud services provided by Microsoft Office 365.

26. Neither the Trustee nor the Trustee's counsel has received an answer to this letter.

27. A follow-up email was sent to Messrs. Ullman, Cloth, and Koscak on February 19, 2024. As of the signing this Affidavit, no response has been received. Attached and marked as [Exhibit "R"](#) is a copy of the follow-up email.

Books and Records Provided to Borden Ladner Gervais LLP

28. Prior to the bankruptcy, CWMF appears to have been able to provide documents to Borden Ladner Gervais LLP ("**BLG**") despite the intermingling of records. Attached hereto and marked as [Exhibit "S"](#) is a copy of an email from Mr. Nowina summarizing the discussion with BLG regarding these documents.

Bron Media CCAA

29. Bron Media Corp. and related entities (collectively, "**Bron Media**"), a digital animation, gaming and live-action production company based in British Columbia, obtained CCAA protection on July 19, 2023.
30. CWMF is a creditor of Bron Media. The Service List as of January 10, 2024 lists Mr. Golden at Blaney McMurtry LLP as the litigation counsel for CWMF and CWML. Attached hereto and marked as [Exhibit "T"](#) is a copy of the Service List as of January 10, 2024.
31. Parker, Hudson, Rainer & Dobbs LLP is listed on the Service List as US counsel for Creative Wealth Media Lending LP 2016. This US firm has contacted the Trustee advising that it was jointly retained by CWMF, Creative Wealth Media Lending LP 2016, and CWML to represent these entities in the Chapter 15 bankruptcy cases of Bron Media. Attached hereto and marked as [Exhibit "U"](#) is a copy of the correspondence received.
32. Creative Wealth Media Lending LP 2016 is a secured creditor of Bron Media and was also the DIP lender during the CCAA proceeding. This entity submitted a credit bid for most of the assets of Bron Media which was refused on November 29, 2023 by the Supreme Court of British Columbia. Attached hereto and marked as [Exhibit "V"](#) is a copy of Justice Gomery's Reason's for Judgment dated November 29, 2023.
33. In refusing to approve the credit bid, Justice Gomery's Judgment made a number of observations about the relationships between Creative Wealth Media Lending LP 2016, CWMF and CWML which are excerpted or summarized below:

[7] Despite the nomenclature, I am advised that [Creative Wealth Media Lending LP 2016] does not share common beneficial ownership with CWMF or CWML. It is a limited partnership with a Canadian pension fund as the sole limited partner and Creative Wealth Media GenPar Ltd. as the general partner. The general partner is a subsidiary of Creative Wealth Holdings Ltd. It would appear that the general partner is affiliated in some way with CWMF and CWML. One of its two directors is Jason Cloth, who was associated with CWMF and has served as a director of a high-level Bron entity, Bron Media Corp.

[64] There is substance to the other three complaints advanced by Access Road and the Ad Hoc Group. [Creative Wealth Media Lending LP 2016]'s refusal to provide information in its possession relevant to an assessment of the value of the carried interest of Bron entities in each of three slates of motion pictures placed other bidders at a disadvantage. Mr. Cloth's involvement on the boards of both Bron entities and Creative Wealth entities and a history of close dealings between [Creative Wealth Media Lending LP 2016] and Bron open the door to an inference that [Creative Wealth Media Lending LP 2016] knew more and was in a position to purchase assets of uncertain value with greater confidence than a wholly independent purchaser could be. Media Res' objection to making its financial information available limited the ability of all bidders to assess the value of a potentially significant asset.

[68] Nevertheless, I am not persuaded that the AVO and assignment order are fair and appropriate. In my view, the fundamental difficulty is that approval of the AVO would cause a readjustment of priorities over a receivable from Media Res as between Access Road and [Creative Wealth Media Lending LP 2016]. This is not what the statute was intended to accomplish, and it would give rise unfairness.

[87] However, the complaints by Access Road and the Ad Hoc Group that I have already reviewed give rise to some doubt that the market has truly spoken, because significant information was entirely unavailable or unavailable to parties other than [Creative Wealth Media Lending LP 2016]. Potential bidders without prior involvement in Bron's projects faced all the difficulties listed by the Monitor in deciding how much to offer. They were confronted with documentation describing a myriad of projects in various stages of development. Through Mr. Cloth and a long-time working relationship with Bron's principal, Aaron Gilbert, [Creative Wealth Media Lending LP 2016] had a better feel for what it would be buying. It must have understood the challenges faced by outside bidders.

34. I am advised by Philip Cho, counsel to the Ad Hoc Group, that opposed that approval of the credit bid that in a subsequent hearing on January 17, 2024 the sale of Bron Media's assets to Creative Wealth Media Lending LP 2016 was approved on revised terms.

The Trustee Urgently Requires the Books and Records to Administer the Estate of CWMF

35. The Trustee is being hampered by its inability to take possession of the books and records of CWMF. This is a pressing issue because there is \$67,000,000.00 that Mr. Cloth described as representing good receivables, but the Trustee has received limited cooperation from Mr. Cloth in collecting these receivables and no books and records from Mr. Cloth concerning these accounts receivable.

Full and Frank Disclosure

36. I have been informed by counsel of the duty to make full and frank disclosure on an *ex parte* motion. In my Affidavit, I fully disclose all material matters within my knowledge, information or belief, including evidence that would be put forward by Mr. Cloth or CWML such as:
- (a) Both Mr. Cloth, his counsel, Mr. Ullmann, and Mr. Koscak stated that CWMF's books and records are intermingled with documents related to CWML and other entities, and it would be too complicated and/or time-consuming to parse out which documents are subject to delivery to the Trustee and which are not. Providing access to the intermingled books and records has been refused on the grounds that the trustee does not have the right to access the non-bankrupt entities books and records and that they would be prejudiced by this disclosure including production of potentially privileged documents.
 - (b) The Trustee has not substantively responded to the questions set out in Mr. Golden's emails dated December 20, 2023, December 22, 2023, January 15, 2024, and January 16, 2024 mentioned above and attached hereto as [Exhibit "O"](#).
 - (c) The Trustee has been able to get some records from Freeway Entertainment and has not exhausted its efforts to get CWMF's books and records from third parties such as Fintage House or BLG.
 - (d) As explained above, Jason Cloth has met with the Trustee and he granted access to its business premises during the January 31, 2024 meeting. Mr. Ullman stated that he would set out CWMF's position in a forthcoming letter.
37. I have reviewed the Affidavit of Lisa Bertrand which sets out the circumstances in which CWMF's books and records on Microsoft Office 365 services and Microsoft's One Drive and/or SharePoint cloud storage may be permanently lost. Given that there has been a refusal to confirm what steps

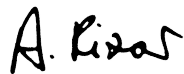
have been taken to preserve and safeguard CWMF's books and records, I am concerned that further delay in obtaining access to CWMF's online books and records may lead to the destruction or loss of these books and records.

38. This Affidavit is sworn for use in the Trustee's Motion for an order to compel access to CWMF's books and records and for no other purpose. This Affidavit is sworn by video conference via Zoom. I was physically present in the City of Toronto and the commissioner was physically present in Toronto, Ontario.

SWORN BEFORE ME:

☐ in person OR ☒ by video conference

by Arif Dhanani at the City of Toronto, in the Province of Ontario, before me on Monday, the 4th day of March, 2024 in accordance with [O. Reg. 431/20](#), Administering Oath or Declaration Remotely.



Signature of Commissioner

Anton Rizor
LSO# 87067A



Arif Dhanani

EXHIBIT I

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

IN THE MATTER OF THE BANKRUPTCY OF
CREATIVE WEALTH MEDIA FINANCE CORP.
OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO

**AFFIDAVIT OF EUN JI YOON
(Affirmed May 16, 2024)**

I, **EUN JI YOON**, of the City of Toronto, in the Province of Ontario, **AFFIRM**:

1. I am a law clerk at Borden Ladner Gervais LLP (“**BLG**”). As such, I have personal knowledge of the matters contained in this affidavit, except where my knowledge is based upon information from others, in which case I have set out the source of my information and believe such information to be true.

Background

2. In January 2023, BLG was retained by Creative Wealth Media Finance Corp. (“**CWMF**”) and Jason Cloth on a joint basis in relation to a confidential matter (the “**Joint Retainer**”).

3. I am informed by Natalia Vandervoort, a lawyer at BLG, and believe, that Mr. Cloth provided BLG with instructions on behalf of CWMF (as principal of CWMF) and in his personal capacity. I am further informed by Ms. Vandervoort, and believe, that during the period between January to November 2023, BLG received various records in relation to the confidential matter, which included CWMF records.

4. I am informed by Ms. Vandervoort, and believe, that the Joint Retainer was terminated at the time that TDB Restructuring Limited was appointed as the bankruptcy trustee for CWMF (the “**Trustee**”).

5. I am informed by Ms. Vandervoort, and believe, that BLG did not and does not act as counsel to the Trustee and that BLG continues to act as counsel to Mr. Cloth in relation to the confidential matter unrelated to the within bankruptcy.

Trustee’s Requests for BLG to Provide Records

6. I am informed by Ms. Vandervoort, and believe, that the Trustee has requested records from BLG. A copy of an email chain (without attachments) between Trustee’s counsel and BLG lawyers during the period between February 13 to April 5, 2024 is attached as **Exhibit “A”**. Certain emails in this email chain are referenced in the paragraphs below.

7. In an endorsement released March 7, 2024, in the context of a motion for CWMF to deliver its books and records to the Trustee, Justice Penny ordered that an independent expert be appointed by the court to conduct a forensic investigation and unmingling of records as between CWMF and other Creative Wealth Media affiliated companies (the “**Review Process**”). A copy of Justice Penny’s endorsement (the “**Endorsement**”) is attached as **Exhibit “B”**.

8. I am informed by Ms. Vandervoort, and believe, that BLG was not a party to the Review Process and there was no order made by Justice Penny for BLG to deliver records to the Trustee.

9. In an email dated April 5, 2024, from BLG to Trustee’s counsel, contained in the email chain at Exhibit “A” to this affidavit, it was noted that BLG believed it did not have an obligation to produce any records to the Trustee in its possession that it received from CWMF as a result of

the Joint Retainer. The email further noted that it was BLG's understanding that the documents were being dealt with in accordance with the Endorsement.

10. In an email responding to BLG on the same day, with attention to Ms. Vandervoort, contained in the email chain at Exhibit "A" to this affidavit, Trustee's counsel noted that the "Trustee's next step" was to "bring a motion against you personally for non-compliance with the clear statutory obligations under the *Bankruptcy and Insolvency Act*." [emphasis in the original]

11. I am informed by Ms. Vandervoort, and believe, that on April 10, 2024, BLG informed Trustee's counsel, during a telephone conference, that it would be seeking a motion for directions from the court in relation to production of any records to the Trustee in BLG's possession.

12. In an email to BLG dated May 1, 2024, Trustee's counsel clarified the Trustee's request for records from BLG, which included "all books and records regarding CWMF", "BLG's entire file pursuant to the joint engagement between CWMF and Jason Cloth", and "BLG's work product for CWMF". A copy of the email chain that includes this email is attached as **Exhibit "C"**.

The CWMF Records in BLG's Possession

13. I am informed by Ms. Vandervoort, and believe, that under the Joint Retainer, BLG received various CWMF records, which included emails sent and/or received using the @cwmmoviefund.ca email domain (the "**CWMF Emails**"), and CWMF records, documents and contracts (collectively, the "**CWMF Records**").

14. I am informed by Christian Kashila, Case Manager of Discovery Services at BLG, and believe, that BLG has a total of 63,672 CWMF Emails (including attachments) hosted on its e-

discovery Relativity platform. I am further informed by Mr. Kashila, and believe, that the CWMF Emails were received as follows:

- (a) In March 2023, June 2023 and August 2023, BLG received production sets from a third-party service provider. A total of 50,490 documents were received, consisting of 24,775 emails and 25,715 attachments; and
- (b) In late November 2023, BLG received a production set from CWMF's counsel in the United States consisting of 13,182 emails, including attachments, for the period between August 1, 2017 and April 28, 2022.

15. I am informed by Ms. Vandervoort, and believe, that the third-party service provider was instructed to collect emails from CWMF mailboxes (all custodians) between January 1, 2021 and October 31, 2022 in accordance with a privileged document review protocol. I am further informed by Ms. Vandervoort, and believe, that the third-party service provider was also requested to provide emails between certain custodians for the period between January 2021 and August 2023.

16. I am informed by Ms. Vandervoort, and believe, that the entirety of the CWMF Emails has not been reviewed by BLG.

17. A copy of the Affidavit of Richard McConnell, sworn February 29, 2024 (without exhibits), on behalf of Creative Wealth Media Lending Inc. ("**Lending**") in response to the motion by the Trustee to access books and records on Lending's premises, is attached as **Exhibit "D"**.

18. At paragraph 9 of his affidavit, Mr. McConnell states that digital records and communications of CWMF, Lending and several other entities are "housed on a common network

system with some common cloud storage” and that “the paper and digital records of all of the businesses and entities at 151 Bloor are substantially intermingled.”

19. I am informed by Ms. Vandervoort, and believe, that CWMF’s offices were located at 151 Bloor Street West and that the @cwmmoviefund.ca email domain may have also been used by Lending and other Creative Wealth entities.

20. I am informed by Ms. Vandervoort, and believe, that it is BLG’s understanding that the CWMF Records may be commingled vis-à-vis (a) other entities that are third parties to the within bankruptcy, (b) potentially privileged emails and records, and (c) emails and records personal to Mr. Cloth.

21. I swear this affidavit in support of BLG’s motion seeking directions in respect of the production of CWMF records to the Trustee.

Affirmed before me: *(select one)*: ☐ in person OR ☒ by video conference

By EUN JI YOON, at the City of Toronto in the Province of Ontario, before me on May 16, 2024, in accordance with [O. Reg. 431/20](#), Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits *(or as may be)*



Signature of Commissioner (or as may be)

ALYSSA MARIE ALLEN

Alyssa Marie Allen, a Commissioner, etc.
Province of Ontario, for Borden Ladner Gervais LLP,
Barristers and Solicitors.
Expires July 18, 2025.



EUN JI YOON

EXHIBIT J



ONTARIO SUPERIOR COURT OF JUSTICE
(BANKRUPTCY LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: BK-24-03003083-0031

DATE: February 23, 2024

NO. ON LIST: 3

TITLE OF PROCEEDING: **CREATIVE WEALTH MEDIA FINANCE CORP. et al**

BEFORE JUSTICE: **MR. H.J. JUSTICE WILTON-
SIEGEL**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
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For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info

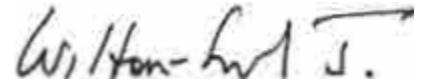
For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Wojtek Jaskiewicz	Lawyer for Premium Properties Limited	wjaskiewicz@weirfoulds.com

ENDORSEMENT:

Based on the record, the Trustee has a legitimate concern that the Respondent will remove, delete or alter books and records pertaining to the estate of the debtor before the Trustee is able to review them. Accordingly, an interim preservation order shall issue in the form attached.

The Trustee will serve its motion materials by the close of business on February 23, 2024. The motion is scheduled to be heard at 10:00am on March 1, 2024 (1hr.).

A handwritten signature in black ink, appearing to read "Wilton-Siegel J.", written above a horizontal line.

WILTON-SIEGEL J.

February 23, 2024

District of ONTARIO
Division No. 09 – Toronto
Court File No.: BK-24-03003083-0031
Estate File No.: 31-3003083

ONTARIO
SUPERIOR COURT OF JUSTICE
(In Bankruptcy and Insolvency)

THE HONOURABLE JUSTICE	)	FRIDAY, THE 23 rd DAY OF
WILTON-SIEGEL	)	FEBRUARY, 2024
	)	
	)	

IN THE MATTER OF THE BANKRUPTCY OF
CREATIVE WEALTH MEDIA FINANCE CORP.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

ORDER

THIS MOTION, made without notice by RSM Canada Limited also known as TDB Restructuring Limited, in its capacity as the bankruptcy trustee ("**Trustee**") of Creative Wealth Media Finance Corp. ("**CWMF**") for an order requiring Jason Cloth, Jenifer George and Creative Wealth Media Lending Inc. ("**CWML**") to, *inter alia*, preserve the deeds, books, records, documents, and all property of CWMF, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavits of Arif Dhanani and Lisa Bertrand and on hearing the submissions of counsel for the Trustee, counsel for Catalyst Wealth Management Media Fund LLC, 1 and counsel for Premium Properties Limited.

1. THIS COURT ORDERS that, pending further order of this Court, (i) all of CWMF's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (ii) all other individuals, firms, corporations including for greater certainty, CWML or other entities having notice of this Order shall not directly or indirectly, by any means whatsoever remove, delete, or alter any books, deeds, records, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of CWMF, including from any means of electronic storage, online cloud services, computer programs, computer tapes, computer disks, or other data storage media containing any such information.

2. THIS COURT ORDERS that the balance of the relief sought by the Trustee on this motion is returnable on notice on March 1, 2024 at 10:00 am.

3. THIS COURT ORDERS that a copy of this Order, together with a copy of the Motion Record and other court materials used at the hearing of the motion be served on Jason Cloth and Jenifer George on February 23, 2024 by 5:00 pm.

4. THIS COURT ORDERS that service may be made on Jason Cloth by email at Jason.cloth@cwmmoviefund.ca, jason@c2motionpictures.com and on Jennifer George by email at Jenifer.George@cwmmoviefund.ca, Jenifer@creativewealth.ca and that such service shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure.

5. The costs of this motion are reserved to the judge hearing the return of this motion.

Wilton-Siegel J.

Wilton-Siegel J.

**IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH MEDIA FINANCE CORP.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

District of ONTARIO
Division No. 09 – Toronto
Court File No.: BK-24-03003083-0031
Estate File No.: 31-3003083

**ONTARIO
SUPERIOR COURT OF JUSTICE
(*In Bankruptcy and Insolvency*)**

Proceeding commenced at Toronto, Ontario

ORDER

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Lawyers for the Trustee, RSM Canada Limited also
known as TDB Restructuring Limited



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: BK-24-03003083-0031

DATE: March 6, 2024

NO. ON LIST: 6

TITLE OF PROCEEDING: IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH
MEDIA FINANCE CORP.

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Moving Party:

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Bryan Tannenbaum		btannenbaum@tdbadvisory.ca

For Responding Party:

Name of Person Appearing	Name of Party	Contact Info
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Michael Shakra		shakram@bennettjones.com
Andrew Sahai		sahaia@bennettjones.com

For Other:

Name of Person Appearing	Name of Party	Contact Info
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Jason Wadden		jwadden@tyrllp.com
David Ullmann	Counsel for Jason Cloth	dullmann@blaney.com
Elizabeth Ayo	Counsel for Bayshore Capital Advisors LLC, GCA Alternative	elizabeth@booklaw.ca

	Income Fund LP, and Rocking T. Ranch LLP	

ENDORSEMENT OF JUSTICE PENNY (Released March 7, 2024):

- [1] In this motion, the Trustee in Bankruptcy of Creative Wealth Management Finance Inc. (“Finance”) seeks orders granting the Trustee access to the books and records of Finance and establishing protocols for the delivery of these books and records to the Trustee.
- [2] The substantive problem at the heart of the current dispute arises from the fact that Finance is one of several of Creative Wealth Management (CWM) affiliated companies. Only Finance is in bankruptcy. All of the CWM group share office space in Toronto and, more importantly, the books and records for the entire CWM group are, allegedly, intermingled. In these Reasons, I will use the term “Books and Records” to refer only to the books and records of Finance.
- [3] The central issues on this motion are:
- 1) who should separate out the Books and Records from the intermingled records of the CWM group, and how? and
 - 2) who should pay the cost of the unmingling exercise?
- [4] There are additional, collateral issues which I will address in the course of these Reasons.

Background

- [5] On October 27, 2023, Finance issued a notice of intention to make a proposal under the BIA. Finance was deemed to have filed an assignment bankruptcy on November 28, 2023. The initial trustee was not provided with access to the Books and Records of Finance.
- [6] The proposal trustee was replaced by the present Trustee at the first meeting of creditors on December 15, 2023. Beginning on January 3, 2024, the Trustee made repeated requests for access to Finance’s books and records, without avail. After weeks, on January 22, continuing on January 31, 2024, the Trustee was finally able to meet at the CWM business premises with Mr. Cloth, who is a shareholder and one of the officers and directors of Finance and other CMW companies.¹ He attended with his counsel, Mr. Ullman, and with in-house counsel for Creative Wealth Management Lending Inc (“Lending”).
- [7] The Trustee was advised at these meetings that: all of Finance’s Books and Records were stored online; the Books and Records were intermingled with the books and records of other CWM entities; CWM Lending, specifically, was asserting privilege; access to the Finance Books and Records would not be granted at that time; and, a letter would be forthcoming from Mr. Ullman setting out the position of the non-Finance CWM entities with respect to the Trustee’s access.

¹ I was advised that the two shareholder of the CWM group are Mr. Cloth and a Mr. Tennyson and that the directors and officers of the group were Mr. Cloth and Mr. McConnell.

- [8] Counsel for the Trustee followed up on February 6 and 19, 2024, requesting access to the Books and Records. Access was not forthcoming, nor was any plan or proposed protocol for granting access.
- [9] On February 23, 2024, the Trustee brought a motion, *ex parte*, for an order granting it access to the Books and Records. Justice Wilton-Siegal declined to grant any relief, other than an interim preservation order.
- [10] At the return of the motion on notice before me, Mr. Cloth filed no evidence or submissions, other than a brief “aide memoire” from his counsel. His counsel was in attendance and made submissions. Counsel for Lending filed evidence and a factum, and made submissions. Various creditors of Finance also filed material, were in attendance, and made brief submissions.
- [11] It became clear that the CWM group is involved in other insolvency proceedings in British Columbia, where it is in conflict with various creditors, and that there is other litigation extant, including against Mr. Cloth, initiated by CWM group creditors (including creditors of Finance). This provides context for the highly acrimonious and disputed nature of the relief sought on the motion.

The legal framework

- [12] The Trustee has a duty to the Finance’s creditors to obtain the greatest possible value for the bankrupt estate. Section 16(3) of the BIA provides that the Trustee must take possession of the bankrupt’s deeds, books, records, documents and all property. No person is entitled to withhold possession of the books of account belonging to the bankrupt or any papers or documents, including material in electronic form relating to the accounts or to any trade dealings of the bankrupt. The Trustee must take possession of the deeds, books, documents and assets as soon as possible after the bankruptcy.
- [13] Further, s. 158 of the BIA imposes a duty on a bankrupt to make discovery of and deliver to the Trustee all books, records, documents, writings and papers that in any way relate to the bankrupt’s property or affairs. The BIA requires a bankrupt and, where the bankrupt is a corporation, its officers or directors, to generally do all such acts and things in relation to Finance’s property and the distribution of that property among Finance’s creditors as may be reasonably required by the Trustee.
- [14] Section 167 of the BIA also requires any person who has or is believed or suspected to have any book, document or paper of any kind relating in whole or in part to the bankrupt or its dealings or property, to produce those documents. While s. 164 does not entitle the Trustee to seize the documents or property of a third party, the court has held that s. 167 includes a right of the Trustee to inspect such documents even where they are another person’s property, as long as they relate in whole or in part to the bankrupt, its dealings or its property. This inspection right does not abrogate the law of solicitor client privilege, however.
- [15] Mr. Ullman and others have suggested that the Trustee does not really need all the Books and Records and that there is no urgency because recovery on Finance’s accounts receivable is tied to royalty payments on movies and will take a long time. I utterly reject all such arguments. It is not for the bankrupt, its shareholders officers or directors, or anyone else for that matter, to tell the Trustee what it does and does not need, or when. There is no doubt that the Trustee is entitled to immediate access to the Books and Records. This is not in serious dispute.
- [16] Mr. Ullman also suggested that the process of separating the Books and Records from the rest of the CWM group’s records will be costly and is unnecessary. He says the request is “premature” and that the most important documents have already been provided. There was, among other things, a complete lack of any evidence to support these propositions.

- [17] By the end of submissions, it had become obvious that the necessary path forward is to extract the Books and Records from the intermingled records of the other CWM entities so that the Trustee will have unimpeded access to them. I will now turn to the two principal issues raised by this conclusion.

Who should separate out the Books and Records and how?

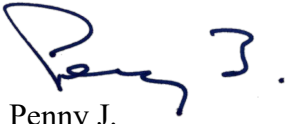
- [18] There is a serious dispute between the Trustee and Lending about by whom, and how, the CWM records should be reviewed and analyzed to separate out the Books and Records. The Trustee takes the position that, in view of the common ownership and common officers and directors, there can be no suggestion of adversity of interest between Finance and the other CWM entities, specifically Lending. As a result, the Trustee proposes to utilize its related forensic investigation enterprise, RSM Consulting's Digital Forensics and Incident Response Team.
- [19] I cannot agree. Once the Trustee was appointed, the fate of Finance was in the hands of the Trustee and the inspectors/creditors of Finance. Their interests are potentially adverse to the interests of the remaining members of the CWM group. Indeed, it seems almost certain to be so.
- [20] In my view, the required forensic investigation and unmingling of records must be conducted by an independent expert appointed by the court. To this end, the parties shall endeavor to agree on the appropriate choice of investigator. If they are unable to do so, they will each choose a preferred individual and provide me with: a) the CV of the proposed expert; a consent to act; confirmation they have no conflicts; and, confirmation that they understand the role of a court-appointed expert regarding independence and objectivity, similar in nature (with necessary modifications) to the declaration required of expert witnesses under the Rules of Civil Procedure. This may be accompanied by a brief submission, not to exceed one typed, double-spaced page, addressing why their proposed candidate is to be preferred over the other proposed candidate.
- [21] The protocols for the work of the investigator must include provisions to ensure preservation of CWM claims of solicitor client privilege. It shall also contain provisions which reflect the issues addressed in para. 6 of the Trustee's proposed draft order, starting at page E11 of the CaseLines in the March 6, 2024 bundle.
- [22] Any other issues which cannot be resolved between the parties may be spoken to at a case conference convened for that purpose.

Who should pay the cost of the unmingling exercise?

- [23] The Trustee maintains that because the CWM group saw fit to conduct its record keeping on an intermingled basis, it should pay the cost of unmingling Finance's Books and Records. Lending maintains that it was entitled to conduct its affairs as it saw fit and that it is Finance's estate which should pay the cost of satisfying the Trustee's need for the Books and Records.
- [24] I order that the cost of the court-appointed independent investigator shall, in the short run, be born equally (that is, on a 50/50 basis) by the Finance estate on the one hand and the remainder of the CWM group on the other. This shall be without prejudice to the right of either party to revisit this issue once the job is done. At this point, next to nothing is known about the extent, of, reasons for, and consequences of the intermingling of the CWM financial records. With the benefit of the work and findings of the independent investigator, there will be a more robust record to assess the need for all of this, its causes and consequences.

Costs of the motion

[25] Both the Trustee and Lending seek their costs of this motion. In light of my disposition, neither side was entirely successful. I make no order as to costs.

A handwritten signature in blue ink, appearing to read "Penny J.", followed by a period.

Penny J.



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: BK-24-03003083-0031

DATE: March 6, 2024

NO. ON LIST: 6

TITLE OF PROCEEDING: IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH MEDIA FINANCE CORP.

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Michael Nowina	Counsel for the Trustee (TDB Restructuring Limited, previously known as RSM Canada Limited)	Michael.Nowina@bakermckenzie.com
Anton Rizor		Anton.Rizor@bakermckenzie.com
Arif Dhanani	Representative of the Trustee	adhanani@tdbadvisory.ca
Bryan Tannenbaum		btannenbaum@tdbadvisory.ca

For Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Robert Staley	Counsel for Creative Wealth Media Lending Inc.	staleyr@bennettjones.com
Michael Shakra		shakram@bennettjones.com
Andrew Sahai		sahaia@bennettjones.com

For Other:

Name of Person Appearing	Name of Party	Contact Info
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Jason Wadden		jwadden@tyrllp.com
David Ullmann	Counsel for Jason Cloth	dullmann@blaney.com
Elizabeth Ayo	Counsel for Bayshore Capital Advisors LLC, GCA Alternative	elizabeth@booklaw.ca

	Income Fund LP, and Rocking T. Ranch LLP	

ADDENDUM TO ENDORSEMENT OF JUSTICE PENNY (Released March 8, 2024):

- [1] In my Endorsement of March 7, 2024 in this matter, I neglected to stipulate that I want to see confirmation of a jointly selected investigator, or the materials required for selection of the two proposed candidates if there is no joint selection, no later than 12 noon on Friday March 15, 2024.

A handwritten signature in blue ink, appearing to read "Penny J.", followed by a period.

Penny J.



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: BK-24-03003083-0031

DATE: June 4th, 2024

NO. ON LIST: 4

TITLE OF PROCEEDING: **CREATIVE WEALTH MEDIA FINANCE CORP. v BAKER &
MCKENZIE LLP et al. BK-24-03003083-0031**

BEFORE JUSTICE: **CAVANAGH**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
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Natalia Vandervoort	BORDEN LADNER GERVAIS LLP	nvandervoort@blg.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
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Andrew Sahai	Creative Wealth Media Lending Inc.	sahaia@bennettjones.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
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Arif Dhanani	Trustee of Creative Wealth Media Finance Corp.	adhanani@tdbadvisory.ca

ENDORSEMENT:

- [1] Borden Ladner Gervais LLP (“BLG”) formerly acted for the bankrupt, Creative Wealth Media Finance Corp. (“CWMF”), in a joint retainer with the bankrupt’s principal, Jason Cloth, in relation to a confidential matter unrelated to the within bankruptcy.
- [2] The joint retainer was terminated at the time that TDB Restructuring Limited was appointed as the bankruptcy trustee for CWMF (the “Trustee”). BLG did not in does not act as counsel to the Trustee. BLG continues to act as counsel to Mr. Cloth in relation to the confidential matter unrelated to the bankruptcy.
- [3] In the course of its retainer, BLG received CWMF records including emails (the “CWMF emails”) and CWMF records, documents and contracts (the “CWMF Records”).
- [4] The Trustee has requested records from BLG. On February 10, 2024, BLG informed the Trustee’s counsel during a telephone conference that it would moving for directions from the court in relation to production of any records in BLG’s possession to the Trustee.
- [5] The Trustee’s request is limited to the following records:
 - a. 50,490 emails that including the sand and/or received using the @cwmoviefund.ca email domain for the period between January 1, 2021 and August 2022;
 - b. 13,182 emails that BLG received from CWMF’s U.S. counsel for the period between August 1, 2017 and April 28, 2022; and
 - c. CWMF agreements.
- [6] Penny J. heard a motion by the Trustee seeking orders granting the Trustee access to the books and records of CWMF and establishing protocols for the delivery of these books and records to the Trustee. In his endorsement, Penny J. identified the substantial problem at the heart of the dispute which arises from the fact that CWMF is one of several Creative Wealth Management (“CWM”) affiliated companies, and only it is in bankruptcy. All of the CWM group share office space in Toronto and the books and records for the entire group are, literally, intermingled. Justice Penny concluded that the necessary path forward was to extract the CWMF books and records from the intermingled records of the other CWM entities so that the Trustee will have unimpeded access to them.
- [7] Kroll was appointed as the independent forensic investigator to conduct the investigation to extract the CWMF books and records from the intermingled records.
- [8] With respect to category (a), the Trustee agrees that these emails can be delivered to Kroll, subject to an order from the court. With respect to category (c), BLG has provided the Trustee, as well as counsel to CWML and counsel to Mr. Cloth, with an index listing standalone CWMF agreements that BLG has in its file (the “CWMF Agreements”). BLG does not believe that there are any commingling issues in relation to the CWMF Agreements as CWMF is a party to each agreement. CWML, Mr. Cloth, and the Trustee have agreed that the CWMF Agreements can be delivered to the Trustee, subject to an order from the court.

- [9] With respect to category (b), the emails were received by BLG from CWMF's U.S. counsel for the purposes of responding to a third-party confidential request, which has now been withdrawn by that third party.
- [10] BLG's evidence is that the entirety of the CWMF emails it received from U.S. counsel has not been reviewed by BLG. Its understanding is that the CWMF records may be commingled vis-à-vis (a) other Creative Wealth Media entities that are third parties to this bankruptcy proceeding, including Creative Wealth Media Lending Inc. (CWML") which use the same email domain as CWMF; (b) potentially privileged emails and records; and (c) emails and records personal to Mr. Cloth.
- [11] CWML and Mr. Cloth oppose delivery of the item (b) emails and attachments by BLG to the Trustee. They submit that these emails came from a source of commingled documents and, pursuant to the endorsement of Penny J., and as a matter of principle, they must be provided to Kroll for review to ensure that records of third parties which should not properly be given to the Trustee, if any, are identified.
- [12] The Trustee submits that BLG reviewed the category (b) emails for privilege and was ready to provide the documents to the third party in response to a request for documents from CWMF. The Trustee submits that these records are either CWMF emails or emails that relate in some way to the property or affairs of CWMF and, therefore, are records that CWMF or third parties are required to produce to the Trustee and that the Trustee is entitled to receive.
- [13] On the evidence before me including the affidavit of Eun Ji Yoon, a law clerk at BLG, I am unable to determine that the category (b) emails do not include emails of third parties that are not related in any way to the property or affairs of CWMF, the bankrupt, and that the Trustee is not entitled to receive.
- [14] I direct that the category (b) emails be provided to Kroll to be dealt with in the same way as the category (a) emails. This is consistent with the endorsement of Penny J. and with applicable legal principles.
- [15] I ask counsel to provide me with an approved form of order that is consistent with this endorsement.
- [16] If the parties are unable to resolve costs after diligent efforts to do so, brief written submissions may be made (2 pages, excluding costs outline; 1 page for reply, if any) according to a timetable to be agreed upon by counsel and approved by me.



Mr. Justice
Cavanagh

Cavanagh J.

District of ONTARIO
Division No. 09 – Toronto
Court File No.: BK-24-03003083-0031
Estate File No.: 31-3003083

ONTARIO
SUPERIOR COURT OF JUSTICE
(In Bankruptcy and Insolvency)

THE HONOURABLE
JUSTICE CAVANAGH

) TUESDAY, THE 4TH DAY OF
) JUNE, 2024
)

**IN THE MATTER OF THE BANKRUPTCY OF
CREATIVE WEALTH MEDIA FINANCE CORP.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by Borden Ladner Gervais LLP ("**BLG**"), for an order for directions in respect of the production of Creative Wealth Media Finance Corp. ("**CWMF**") records to TDB Restructuring Limited, in its capacity as the bankruptcy trustee of CWMF (the "**Trustee**"), was heard this day via video conference.

ON READING the Amended Notice of Motion dated May 16, 2024, the Affidavit of Eun Ji Yoon affirmed May 15, 2024 (the "**Yoon Affidavit**"), and the Aide Memoire of BLG; the Affidavit of Arif Dhanani dated May 29, 2024, the Affidavit of Anastasia Markaroff dated May 30, 2024 (the "**Markaroff Affidavit**") and the Factum of the Trustee; the Affidavit of Sarah Nath dated May 31, 2024 and the Aide Memoire of Creative Wealth Media Lending Inc. and its related limited partnerships and general partnerships ("**CWML**"); and the Aide Memoire of Jason Cloth; and on hearing the submissions of counsel for the Trustee, CWML and Jason Cloth,

1. **THIS COURT ORDERS** that, on consent, BLG deliver the 50,490 emails described at paragraph 14(a) of the Yoon Affidavit as consisting of 24,775 emails and 25,715 attachments to Kroll Consulting Co. ("**Kroll**") which has been engaged by the Trustee and CWML pursuant to the decision of Justice Penny dated March 6, 2024.
2. **THIS COURT ORDERS** that, on consent, BLG deliver the agreements listed at Exhibit "A" of the Markaroff Affidavit to the Trustee and Jason Cloth, subject to the following terms:
 - a. Inadvertent production of privileged or confidential documents (including non-CWMF) documents or information will not constitute a waiver of the privilege or confidentiality;
 - b. The Trustee shall notify CWML and Jason Cloth immediately following the discovery of a document which it believes to contain inadvertently produced privileged or confidential information or the discovery of a document that is not a CWMF document;
 - c. CWML or Jason Cloth may require the destruction of inadvertently produced privileged or confidential documents (including non-CWMF documents) by providing the Trustee with timely written notice detailing the claim for privilege or confidentiality;
 - d. Upon receiving notification from CWML or Jason Cloth that they believe BLG has produced a document containing privileged or confidential information or a non-CWMF document, the Trustee will refrain from reviewing that document, subject to paragraph (g);
 - e. Where privilege or confidentiality only extends to part of an inadvertently produced document, CWML or Jason Cloth shall provide a redacted copy of the document;

- f. All copies of an inadvertently produced privileged or confidential document (including a non-CWMF document) shall be destroyed by the Trustee, unless the Trustee disputes the basis for the privilege or confidentiality claim, in which case the Trustee may retain a copy of the document for the sole purpose of contesting the privilege or confidentiality claim; and
- g. The Trustee, CWML or Jason Cloth may seek the assistance of the Court to resolve such disputes after an in camera review of the relevant document(s).
3. **THIS COURT ORDERS** that BLG deliver the emails described at paragraph 14(b) of the Yoon Affidavit as consisting of 13,182 emails, including attachments, for the period between August 1, 2017 and April 28, 2022, to Kroll.
4. **THIS COURT ORDERS** that, if the parties cannot agree about the matter of costs, they may make written submissions on the issue of costs according to a timetable to be agreed upon by counsel for the respective parties and approved by Justice Cavanagh. The submissions are not to exceed two pages, excluding costs outlines, except for reply submissions, if any, which are not to exceed one page.

 Mr. Justice
Cavanagh

**IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH MEDIA FINANCE CORP.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

Court File No.: BK-24-03003083-0031
Estate File No.: 31-3003083

ONTARIO
SUPERIOR COURT OF JUSTICE
(In Bankruptcy and Insolvency)

Proceeding commenced at Toronto, Ontario

ORDER

BAKER & MCKENZIE LLP
Brookfield Place
181 Bay Street, Suite 2100
Toronto, ON M5J 2T3

Michael Nowina (LSO #496330)
e: michael.nowina@bakermckenzie.com
t: 416.865.2312 / f: 416.863.6275

Anton Rizor (LSO #87067A)
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t: 416.865.6939 / f: 416.863.6275

Lawyers for the Trustee, TDB Restructuring Limited

EXHIBIT K



Ontario Commission des
Securities valeurs mobilières
Commission de l'Ontario

22nd Floor
20 Queen Street West
Toronto ON M5H 3S8

22^e étage
20, rue queen ouest
Toronto ON M5H 3S8

ONTARIO SECURITIES COMMISSION

Applicant

- and -

JASON CLOTH and CREATIVE WEALTH MEDIA FINANCE CORP.

Respondents

APPLICATION FOR ENFORCEMENT PROCEEDING

(Subsection 127(1) and Section 127.1 of the *Securities Act*, RSO 1990, c S.5)

A. OVERVIEW

1. This matter involves a fraud perpetrated by Ontario resident Jason Cloth and his company Creative Wealth Media Finance Corp.
2. Cloth and Creative Wealth raised hundreds of millions of dollars from investors, promising to use those funds to finance film, television and animated productions.
3. They broke those promises by diverting at least \$70 million dollars of investor funds for unauthorized purposes that were not disclosed to investors, including using new investor funds to repay existing investors. Meanwhile, the Respondents collected facilitation fees through this fraudulent scheme.
4. Eventually, the fraud became unsustainable and Creative Wealth collapsed into bankruptcy.

5. The Respondents' dishonest conduct harmed investors and undermined the integrity of the capital markets. Through this proceeding, the Ontario Securities Commission seeks to hold Cloth and Creative Wealth accountable for their misconduct and remove them from Ontario's capital markets.

B. GROUNDS

The Ontario Securities Commission (the "Commission") makes the following allegations of fact:

6. Creative Wealth Media Finance Corp. ("Creative Wealth") was a private lending business headquartered in Toronto that financed film, television, and animation productions.

7. At all relevant times, Jason Cloth, a resident of Toronto, was the sole officer, director, and directing mind of Creative Wealth. Cloth was previously registered with the Commission.

i. Cloth and Creative Wealth Raised Hundreds of Millions of Dollars from Investors

8. Cloth and Creative Wealth (together, the "Respondents") held themselves out as providing loans to film, television and animation producers for studio and independent productions in film, television, and animation ("Media Projects" or "Projects"). The Respondents raised funds for the loans from investors.

9. Between 2013 and 2022, the Respondents raised over \$500 million from over 500 investors across Ontario, the rest of Canada, and the United States.

10. For the most part, Cloth and Creative Wealth raised these funds through two types of contracts: participation agreements and secured loan commitment agreements (collectively, "Agreements").

11. In most cases, the Respondents used participation agreements to raise investor funds for a particular Media Project. Creative Wealth or one of its affiliates entered into a participation

agreement with the investor. Under the terms of the participation agreement, the investor would receive: (i) a fractional interest in the loan from Creative Wealth to the borrower; and (ii) to the extent necessary to repay the investor's fractional interest in the loan, an undivided fractional interest in the collateral. Creative Wealth charged the borrower a facilitation fee as a percentage of the loan amount.

12. Cloth and Creative Wealth also entered into secured loan commitment agreements with investors to raise funds for Projects bundled as a "Series." The terms of each Series specified a category of Projects for which funds would be used. For instance, the stated purpose of *Series B* was for secured film financing, and the stated purpose of *Series E* was to produce TV shows relating to video games. Similar to the participation agreements, Creative Wealth also charged the borrower a facilitation fee as a percentage of the loan amount.

13. The Agreements specified the total amount to be loaned to the borrower for the specified Media Project. In addition, each Agreement either restricted the use of funds to the specific Media Project for which the investment was made or, in the case of Series investments, for a category of Projects. For instance, an Agreement for a Media Project with an investor would typically state, "Proceeds of the Loan, less the Facilitation Fee, shall be used exclusively to finance the pre-production, production, post-production, and delivery of the Project."

14. Through facilitation fees on the loans, Cloth and Creative Wealth received tens of millions of dollars. Since January 2018, Cloth received at least \$31 million from Creative Wealth through payments to companies controlled by Cloth or for Cloth's benefit.

ii. Cloth and Creative Wealth's Agreements with Investors Were Fraudulent

15. In the Agreements, the Respondents made false representations and promises to investors.

These included the following:

a. Cloth and Creative Wealth raised funds that exceeded the maximum specified in Agreements

16. Although the Agreements specified the total amount to be loaned to the borrower for the specified Project, in some cases, the funds raised for that Project exceeded that total and/or exceeded the amount actually loaned to the borrower for that Project. Investors were not informed that this was happening.

17. For example:

- i. The Respondents raised approximately US\$14.7 million for the Project *The Pathway* even though the Agreement for *The Pathway* stated that the maximum amount to be raised for that project was US\$6.9 million;
- ii. The Respondents raised approximately US\$3.7 million for the Project *Leave No Trace* even though the Agreement for *Leave No Trace* stated that the maximum amount to be raised for that project was US\$2.5 million.

b. Cloth and Creative Wealth used investor funds for unauthorized and undisclosed purposes

18. The Respondents diverted at least \$70 million of investor funds for unauthorized uses that were never disclosed to investors. These included the following:

Cloth and Creative Wealth Used Investor Funds to Advance Loans to a Real Estate Development Company

19. Between 2018 and 2021, the Respondents loaned over \$50 million to a real estate development company (the “Kingston Developer”) to purportedly construct residential townhouses in Kingston, Ontario. These loans were unsecured and were extended to the Kingston Developer without any written agreement. As of late 2023, the majority of the amount Creative Wealth loaned to the Kingston Developer had not been repaid.

20. Cloth and Creative Wealth funded these loans with money raised from investors for various Media Projects, including *Series B*, *Series D* and *Series E*. Agreements with investors stated the funds raised would be used exclusively to finance a Media Project or for film financing. Cloth and Creative Wealth did not inform investors that their money would be used for any other purpose. Many investors whose funds were used for loans to the Kingston Developer were never repaid.

Cloth and Creative Wealth Used Investor Funds to Finance Media Projects Other than Those Agreed

21. The Respondents diverted investor funds they had promised to use to fund specific Media Projects and redirected them to different Media Projects. Investors were not informed that their funds had been diverted to these other Projects.

22. The Respondents, for instance, redirected investor funds purportedly raised for the *Series E*, *Bubbles Hotel*, *Hailey and the Hero Heart*, *Fables* and *Gossamer* Projects to finance other Media Projects.

Cloth and Creative Wealth Repaid Existing Investors with Funds From Other Investors

23. The Respondents used funds raised from new investors to repay existing investors. When the Respondents made Media Project loan repayments and investment “returns” to investors, they

were commonly made with new investor funds. The Respondents did not disclose to investors that their funds were being used to repay existing investors.

24. For example, funds raised from investors for the *Series D*, *Series E*, *Robin Hood*, *The Pathway*, *Leave No Trace*, *Bubbles Hotel*, *Hailey and the Hero Heart*, *Fables* and *National Anthem* were instead used by the Respondents to repay existing investors of other Projects.

25. Cloth and Creative Wealth also selectively prioritized certain investors when repaying loans or distributing returns to the detriment of others who invested in the same Media Projects. For instance, the Respondents prioritized repayments to select investors in the *Shadowplay* Project to encourage them to further invest in their fraudulent scheme.

iii. Creative Wealth is Bankrupt

26. On October 27, 2023, Creative Wealth commenced proposal proceedings pursuant to the *Bankruptcy Insolvency Act*. Creative Wealth filed an accompanying list of creditors totalling over \$400 million in outstanding claims.

27. On November 28, 2023, Creative Wealth was deemed to have filed an assignment in bankruptcy. A trustee of the bankrupt estate has been appointed and approved by creditors.

C. BREACHES

The Commission alleges the following breaches of Ontario securities law:

i. Breaches of Ontario Securities Laws

28. Jason Cloth and Creative Wealth Media Finance Corp. directly or indirectly engaged in or participated in acts, practices, or courses of conduct relating to securities that they knew or reasonably ought to have known perpetrated a fraud on persons or companies, contrary to section 126.1(1)(b) of the *Securities Act*, RSO 1990, c S.5 (the “Act”); and

29. Jason Cloth authorized, permitted or acquiesced in Creative Wealth's non-compliance with Ontario securities law, contrary to section 129.2 of the Act.

D. ORDERS SOUGHT

The Commission requests that the Tribunal make the following orders:

30. As against Creative Wealth:

- a. that it cease trading in any securities or derivatives permanently or for such period as is specified by the Tribunal, pursuant to paragraph 2 of subsection 127(1) of the Act;
- b. that it be prohibited from acquiring any securities permanently or for such period as is specified by the Tribunal, pursuant to paragraph 2.1 of subsection 127(1) of the Act;
- c. that any exemption contained in Ontario securities law not apply to it permanently or for such period as is specified by the Tribunal, pursuant to paragraph 3 of subsection 127(1) of the Act;
- d. that it be prohibited from becoming or acting as a registrant or promoter permanently or for such period as is specified by the Tribunal, pursuant to paragraph 8.5 of subsection 127(1) of the Act;
- e. that it pay an administrative penalty of not more than \$1 million for each failure to comply with Ontario securities law, pursuant to paragraph 9 of subsection 127(1) of the Act;
- f. that it disgorge any amounts obtained as a result of non-compliance with Ontario securities law, pursuant to paragraph 10 of subsection 127(1) of the Act;

- g. that it pay costs of the investigation and the hearing, pursuant to section 127.1 of the Act; and
 - h. such other order as the Tribunal considers appropriate in the public interest.
31. As against Cloth:
- a. that he cease trading in any securities or derivatives permanently or for such period as is specified by the Tribunal, pursuant to paragraph 2 of subsection 127(1) of the Act;
 - b. that he be prohibited from acquiring any securities permanently or for such period as is specified by the Tribunal, pursuant to paragraph 2.1 of subsection 127(1) of the Act;
 - c. that any exemption contained in Ontario securities law not apply to him permanently or for such period as is specified by the Tribunal, pursuant to paragraph 3 of subsection 127(1) of the Act;
 - d. that he be reprimanded, pursuant to paragraph 6 of subsection 127(1) of the Act;
 - e. that he resign any position he may hold as a director or officer of any issuer, pursuant to paragraph 7 of subsection 127(1) of the Act;
 - f. that he be prohibited from becoming or acting as a director or officer of any issuer permanently or for such period as is specified by the Tribunal, pursuant to paragraph 8 of subsection 127(1) of the Act;
 - g. that he resign any position he may hold as a director or officer of any registrant, pursuant to paragraph 8.1 of subsection 127(1) of the Act;

- h. that he be prohibited from becoming or acting as a director or officer of any registrant permanently or for such period as is specified by the Tribunal, pursuant to paragraph 8.2 of subsection 127(1) of the Act;
- i. that he be prohibited from becoming or acting as a registrant or promoter permanently or for such period as is specified by the Tribunal, pursuant to paragraph 8.5 of subsection 127(1) of the Act;
- j. that he pay an administrative penalty of not more than \$1 million for each failure to comply with Ontario securities law, pursuant to paragraph 9 of subsection 127(1) of the Act;
- k. that he disgorge any amounts obtained as a result of non-compliance with Ontario securities law, pursuant to paragraph 10 of subsection 127(1) of the Act;
- l. that he pay costs of the investigation and the hearing, pursuant to section 127.1 of the Act; and
- m. such other order as the Tribunal considers appropriate in the public interest.

DATED at Toronto, Ontario, this 26th day of February, 2025

ONTARIO SECURITIES COMMISSION
20 Queen Street West, 22nd Floor
Toronto, ON M5H 3S8

Hanchu Chen
Senior Litigation Counsel
Enforcement Division

Tel: 416-593-3660
Email: HChen@osc.gov.on.ca

EXHIBIT L

District of ONTARIO
Division No. 09 - Toronto
Court File No. BK-24-03003083-0031
Estate File No.: 31-3003083

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**THE HONOURABLE
JUSTICE OSBORNE
DAY**

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**THURSDAY, THE

31st OF OCTOBER 2024**

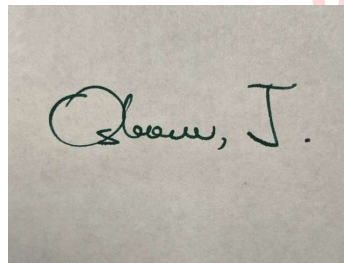
**IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH MEDIA
FINANCE CORP. OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**ORDER
(Lifting stay)**

THIS MOTION, made by Colonia Trustco Inc. ("**Colonia**"), Corinthian Enterprises Inc. ("**Corinthian**"), JAAM Ltd. ("**JAAM**"), McFlow Capital Corp. ("**McFlow**"), Milton Winberg, Judy Winberg and Andrew Pollack in their capacity as Trustees of Miaja Trust ("**Miaja**"), Premium Properties Limited ("**Premium Properties**"), and Premium Trust Inc. ("**Premium Trust**" and together the "**Plaintiffs**") for an order that the stay imposed by ss. 69.3(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "**BIA**") be lifted to permit the Plaintiffs to continue the proceedings listed on Schedule "A" to this Order (together, the "**Actions**") and to seek to obtain judgment and other declaratory relief as against the Bankrupt, was read this day at the Court House, 330 University Street, Toronto, Ontario.

ON READING the consent of the plaintiffs and the Trustee in Bankruptcy filed, and upon being satisfied that the Order does not affect the rights of any person under a disability as contemplated by Rule 37.02(3)(b):

1. **THIS COURT ORDERS** that the stay of proceedings pursuant to s. 69.3(1) of the *BIA* shall no longer operate in respect of the Actions against the Bankrupt and that the Plaintiffs are authorized to continue to prosecute the Actions as against the Bankrupt.
2. **THIS COURT ORDERS** that, if TDB Restructuring Limited, in its capacity as the Trustee in Bankruptcy for the Bankrupt, does not defend the Actions, it shall not be subject to discovery or production of documents pursuant to Rules 30 and 31 of the *Rules of Civil Procedure*, R.R.O. 1990, c. C.43, nor shall any costs be awarded against it.
3. **THIS COURT ORDERS** that any judgment obtained in the Actions shall not be enforced against the Bankrupt without further Order of the Court.

A rectangular box containing a handwritten signature in dark ink, which appears to read "Osborne, J.".

Digitally signed
by Osborne J.

Date:

2024.10.31

09:20:16 -04'00'

SCHEDULE “A”

List of Proceedings

Plaintiffs	Defendants	Court File No.
Premium Properties Colonia Miaja	the Bankrupt Erostratus LLC Erostratus LA, LLC Bron Studios USA Inc. (“ Bron Studios ”) Jason Cloth (“ Cloth ”)	CV-20-00635668-00CL
Premium Trust Premium Properties Colonia JAAM Corinthian	Layover LLC Layover Productions BC Inc. Bron USA the Bankrupt Cloth	CV-20-00635682-00CL
Premium Properties Colonia JAAM Corinthian McFlow	the Bankrupt Henchmen Productions Inc., Cloth Bron USA Bron Studios Inc. (“ Bron Studios ”) Bron Animation Inc. (“ Bron Animation ”)	CV-20-00635727-00CL

Premium Properties Colonia	My Abandonment, LLC My Abandonment Production Services, Inc. Bron Creative Corp. the Bankrupt Cloth Aaron Gilbert (“ Gilbert ”)	CV-20-00635675-00CL
JAAM Colonia	Para Productions LLC Para Productions BC Inc. the Bankrupt Bron USA Cloth	CV-20-00635457-00CL
Colonia JAAM Premium Properties	Phil Productions, LLC Phil Productions Inc. the Bankrupt Cloth	CV-20-00635665-00CL
Premium Properties Colonia	Red Sea, LLC the Bankrupt Gilbert Cloth	CV-20-00635657-00CL
Colonia JAAM Premium Properties	Tully Productions, LLC Tully Productions BC Inc. the Bankrupt Cloth	CV-20-00635661-00CL

Premium Properties Colonia	the Bankrupt Willoughbys Productions Inc. Bron Media Corp. Bron Animation Bron Studios Cloth	CV-20-00635184-00CL
Premium Properties Colonia JAAM	The Bankrupt Brown Amy LLC Cloth	CV-20-00635663-00CL
Premium Properties Colonia JAAM	Drunk Parents, LLC Drunk Parents Production Services, Inc. the Bankrupt Cloth	CV-20-00635454-00CL

**IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH
MEDIA FINANCE CORP. OF THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO**

District of ONTARIO
Division No. 09 - Toronto
Court File No. BK-24-03003083-0031
Estate File No.: 31-3003083

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceeding commenced at Toronto

ORDER
(Lifting stay)

WEIRFOULDS LLP
Barristers & Solicitors
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Lawyers for Colonia Trustco Inc., Corinthian Enterprises Inc.,
JAAM Ltd., McFlow Capital Corp., Milton Winberg, Judy
Winberg and Andrew Pollack in their capacity as Trustees of
Miaja Trust, Premium Properties Limited, and Premium Trust
Inc.

EXHIBIT M



FREEWAY

Collection Account Management Agreement

“AMERICANA” f.k.a. “NATIONAL ANTHEM”

Dated as of the 3rd day of April, 2023

www.freeway-entertainment.com

COLLECTION ACCOUNT MANAGEMENT AGREEMENT

RE: “AMERICANA” f.k.a. “NATIONAL ANTHEM”

AGREEMENT dated as of the 3rd day of April, 2023

AMONG:

- (1) **FREEWAY CAM B.V.** (a company registered under the laws of The Netherlands at Herikerbergweg 238, Luna Arena, 1101CM, Amsterdam Zuidoost, Netherlands, registration no.: 34163572, date of incorporation: October 18, 2001) c/o Piarista köz 2, 1052 Budapest, Hungary (“**FCAM**”);
- (2) **STICHTING FREEWAY CUSTODY** (a foundation registered under the laws of The Netherlands at Herikerbergweg 238, Luna Arena, 1101CM, Amsterdam Zuidoost, Netherlands, registration no.: 34176856, date of incorporation: July 25, 2002) c/o Piarista köz 2, 1052 Budapest, Hungary (“**FCustody**”); and
- (3) **THOSE PERSONS, FIRMS OR OTHER ENTITIES SPECIFIED IN SCHEDULE 1 HERETO** (together with FCAM and FCustody “**Parties**” and individually “**Party**” which expressions shall include each of the Parties successors in title and assigns).

IT IS HEREBY AGREED that the Parties jointly appoint FCustody to open and maintain the “Collection Account” (as defined herein) and that FCustody accepts such appointment.

Furthermore, it is hereby agreed that the Parties jointly appoint FCAM as their sole and exclusive agent to administer the collection, accounting and distribution of Collected Gross Receipts, to calculate the Entitlements and to provide payment notifications and Statements to the Parties and on behalf of the Parties in accordance with the provisions of the Schedules hereto and FCAM’s Standard Terms of Agreement (attached hereto and incorporated by this reference) and that, in consideration of FCAM’s Remuneration (as defined herein), FCAM acknowledges and accepts such appointment and agrees to perform the services set out in this Agreement. In the event of a conflict between FCAM’s Standard Terms of Agreement and the Schedules, the Schedules shall control.

SCHEDULE 1

Names and Addresses of the Parties

- **NATIONAL ANTHEM HOLDINGS, LLC**, EIN no.: 85-4296943, date of organization: December 1 2020, c/o Bron Studios, 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210, United States of America, attention: Joel Guralnick, Email: joel.guralnick@bronstudios.com; telephone: +1 604 558 6743, cell phone: +1 647-787-6683 (“**Producer**” which expression shall be deemed to include its successors in title and permitted assigns);
- **NATIONAL ANTHEM PRODCO, INC.**, EIN: 87-3498637, date of incorporation: 12 October 2021, c/o Bron Studios, 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210, United States of America, attention: Joel Guralnick, Email: joel.guralnick@bronstudios.com, telephone: +1 604 558 6743, cell phone: +1 647-787-6683 (“**PSC**” which expression shall be deemed to include its successors in title and permitted assigns);
- **BRON STUDIOS USA, INC.**, EIN: 45-3978784, date of incorporation: December 6, 2011, registered address: c/o Corporation Service Company, 112 North Curry St, Carson City, NV 89703, United States of America, c/o Bron Studios 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210, United States of America, attention: Joel Guralnick, Email: joel.guralnick@bronstudios.com, telephone: +1 604 558 6743, cell phone: +1 647-787-6683 (“**BRON**” which expression shall be deemed to include its successors in title and permitted assigns);
- **BRON RELEASING USA, INC.**, registration no.: EIN: 83-4056368, date of incorporation: 16 August 2018, registered address: c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808, United States of America, c/o Bron Studios, 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210, United States of America, attention: Joel Guralnick, Email: joel.guralnick@bronstudios.com, telephone: +1 604 558 6743, cell phone: +1 647-787-6683 (“**Sales Agent**” which expression shall be deemed to include its successors in title and permitted assigns);
- **CREATIVE WEALTH MEDIA FINANCE CORP**, registration no.: 26056298, date of incorporation: 30 May 2016, registered address: 151 Bloor Street West, Suite 700, Toronto, ON M5S 1S4, Canada, attention: Jason Cloth, Email:

Jason.cloth@cwmoviefund.ca (“**Lender**” which expression(s) shall be deemed to include its successors in title and permitted assigns);

- **WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC**, registration no.: 200912710034, date of incorporation: 5 May 2009, registered address: 9601 Wilshire Blvd. 3rd Floor, Beverly Hills, CA 90210, United States of America, attention: WME Business Affairs, Email: WMEIndependentFilmCollections@wmeagency.com, Telephone: 310-285-9000, cell phone: +1 781 454 6901 (Cory Lynch, Finance Director: clynch@wmeagency.com) (“**WME**” which expression shall be deemed to include its successors in title and permitted assigns);
- **SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**, registration no.: C3455786, date of incorporation: March 30, 2012, registered address: 5757 Wilshire Boulevard, 7th Floor, Los Angeles, CA 90036, United States of America, attention: Rashan Hall, email: CAMAcompliance@sagaftra.org, rashan.hall@sagaftra.org (“**SAG-AFTRA**” which expression shall be deemed to include its successors in title and permitted assigns);
- **DIRECTORS GUILD OF AMERICA INC.**, registration no.: C0165393, date of incorporation: January 13, 1936, registered address: 7920 Sunset Boulevard, Los Angeles, CA 90046, United States of America, attention: CAMA Residuals Administrator, email: cama@dga.org (“**DGA**” which expression shall be deemed to include its successors in title and permitted assigns);
- **WRITERS GUILD OF AMERICA, WEST, INC.** for itself and on behalf of **WRITERS GUILD OF AMERICA, EAST, INC.**, registration no.: C0289534, date of incorporation: July 27, 1954, registered address: 7000 West Third Street, Los Angeles, CA 90048, United States of America, email: cama@wga.org (“**WGA**” which expression shall be deemed to include its successors in title and permitted assigns); and
- **HERCULES FILM INVESTORS I (US), INC.**, registration no.: 5729137, date of incorporation: 15 April, 2015, registered address: 1801 Century Park West, 6th Floor, Los Angeles, CA 90067, United States of America, attention: Jean-Luc De Fanti, email: jldefanti@rheafilms.com, cc Schuyler Moore (smoore@greenbergglusker.com), cell phone number for uploading bank details: [] (“**Senior Lender**” which expression shall be deemed to include its successors in title and permitted assigns).

SCHEDULE 2

Definitions

In this Agreement the following words and expressions shall have the meanings hereby ascribed to them which meanings shall apply to this Agreement, including FCAM's Standard Terms of Agreement and the Schedules hereto:

"Accounting Currency"	United States dollars ("USD");
"Accounting Period"	one of the individual periods described in Clauses 4.1, 4.2 and 4.3 of FCAM's Standard Terms of Agreement;
"Additional Union Payments"	amounts payable with regard to union- or guild-related obligations (e.g., IATSE, AFM or British Actor's Equity Union) of the Producer other than those paid from the Residuals Set-Aside as advised to FCAM by Producer and/or the Payroll House;
"Agreement"	this collection account management agreement (including the Schedules hereto and FCAM's Standard Terms of Agreement) made between the Parties hereto;
"Assumption Agreement(s)"	any or all of the following as applicable: a Distributor's Assumption Agreement, a Buyer's Assumption Agreement and a Literary Materials Assumption Agreement (as these terms are used in the applicable Basic Agreements);
"Basic Agreement(s)"	collectively, the SAG-AFTRA Basic Agreement, the DGA Basic Agreement and the WGA Basic Agreement to which the Producer and PSC are bound or otherwise obligated to honor, as amended, modified or expanded;
"Beneficiary(ies)"	those Persons specified in Schedule 4;

“Benefit Plan Contributions”	any pension, health and welfare contributions that are or may become due to be paid on behalf Guild-Represented Employees under the Basic Agreements;
“Business Day”	any day excluding Saturdays, Sundays and any days which are public holidays in the country in which any of the Parties has its principal place of business;
“Collected Gross Receipts”	all Gross Receipts actually received in or credited to the Collection Account, and interest thereon and the Deemed Collected Gross Receipts;
“Collection Account”	a designated, segregated bank account held in the name of FCustody on behalf of each of the Beneficiaries in proportion to their respective Entitlements under this Agreement, and referring to the name of the Film into which all Gross Receipts are paid, established with; Comerica Bank (“CA Bank”) Bank Address: 2029 Century Park East, Suite 800, Los Angeles, CA 90067, United States of America Account name: Stichting Freeway Custody RE: National Anthem Account No.: 1895 807 848 SWIFT Address: MNBDUS33 ABA No.: 121 137 522;
“Completion and Delivery”	the completion and delivery of the Film in accordance with the Completion Guarantee(s) as advised to FCAM by the Producer;
“Completion Guarantee(s)”	the agreement(s) dated on or about the date hereof pursuant to which the Completion Guarantor has given certain undertakings with regard to the completion of the

production of the Film in accordance with the terms and conditions thereof;

“Completion Guarantor”

Film Finances Canada Ltd.;

**“Completion Guarantor
Advances”**

any and all costs incurred, monies advanced and interest accrued pursuant to certain undertakings and recoupable under the terms of the Completion Guarantee(s) by Completion Guarantor, as timely notified in writing by Completion Guarantor to FCAM and the other Parties, whereby the latter may rely on the accuracy of such notification. It is hereby acknowledged by the Parties that there are not any Completion Guarantor Advances payable to the Completion Guarantor;

"Co-Sales Rep Agreement"

the Agreement dated January 26, 2022 among WME, BRON Releasing USA Inc., and National Anthem Holdings, LLC with respect to the distribution of the Film in the Domestic Territory;

**“Deemed Collected Gross
Receipts”**

all Gross Receipts received by or credited to a Party or a Beneficiary or any other third party, which ought to, in accordance with this Agreement, have been credited to the Collection Account. For the avoidance of doubt, any Prior Disbursement Gross Receipts shall for the purpose of calculating the Residuals Set-Aside, FCAM's Remuneration related thereto and Payable Residuals be Deemed Collected Gross Receipts. The Producer shall promptly notify FCAM and the Guilds of any such Person receiving Prior Disbursement Gross Receipts and the exact amounts and the source of such Prior Disbursement Gross Receipts;

“Delivery Date”	the date upon which the Film is delivered in accordance with the provisions of the Completion Guarantee;
“DGA Basic Agreement”	the applicable DGA collective bargaining agreement, to which the Producer and PSC are bound or otherwise obligated to honor, as amended, modified or expanded;
“DGA Final Credits List”	a summary of the customary details necessary for the Payroll House to process and issue Residuals payments to DGA Represented Employees in accordance with their respective credits that have been approved by the DGA;
“DGA-Represented Employees”	all Persons whose services in connection with the Film are subject to the applicable DGA Basic Agreement;
“Distribution Agreement(s)”	every agreement in connection with the exploitation, distribution, sale, leasing, license, exhibition, transmission, or any other form of exploitation, or any associated rights, merchandising, secondary, publishing, allied or ancillary rights of the Film or the Rights in any part of the Territory through any existing or future product, service or platform;
“Distribution Legal”	the legal firm providing legal services in connection with the Distribution Agreements, to be notified to FCAM by Producer;
“Distribution Legal Fees”	the reasonable direct and accountable outside legal fees and expenses for Distribution Agreements in an amount not to exceed USD50,000 without Lender’s prior written approval (as advised to FCAM by Producer);
“Distributors”	those Persons who have entered or will enter into Distribution Agreements;

“Distributor’s Assumption Agreement”

an agreement set forth in the Basic Agreements wherein a Distributor assumes the payment of Residuals that have or will become due to the Guild-Represented Employees;

“Distributor’s Report”

a written statement from each Distributor showing Gross Receipts derived from exploitation of the Film by such Distributor, and, to the extent that such information is customarily included by the applicable Distributor in its statements, the date of the first exhibition (as applicable) on television or in Supplemental Markets (as defined in the applicable Basic Agreement) and whether such exhibition was on network television, and if so, whether in prime time;

“Domestic/Worldwide Receipts”

all Collected Gross Receipts derived from the Domestic Territory or in the case of a Worldwide Sale, all Collected Gross Receipts derived from that Worldwide Sale;

“Domestic Sales Fee”

seven and one-half percent (7.5%) of all Domestic Receipts. The Domestic Sales Fee shall be payable as follows: 2.5% to WME, 2.5% to Sales Agent; and 2.5% to be held in reserve until either: (i) the Sales Agent and the Equity Financiers (excluding the Tax Credit Lender) have recouped their Investment Amount and the Preferred Return, in which case this 2.5% shall be paid to WME; or (ii) if the foregoing conditions have not been achieved within four (4) years following the date of initial commercial exploitation, as notified by Sales Agent and WME to FCAM, then 1.25% shall be paid to Sales Agent and 1.25% shall be paid to WME. In the event the Film is not exploited by the relevant Distributor in the Domestic Territory within four (4) years following the expiration of the term of the Co-Sales Rep Agreement and the foregoing conditions are similarly not achieved,

as notified by Sales Agent and WME to FCAM, then 1.25% shall be paid to Sales Agent and 1.25% shall be paid to WME. For all second-cycle sales (i.e. sales conducted after the expiration of the term of a distribution agreement), the Domestic Sales Fee shall be twenty percent (20%) of all Domestic Receipts, as advised to FCAM by the Sales Agent, payable to Sales Agent;

"Domestic Territory"

the United States of America and Canada, together with their territories and possessions and any embassies, military bases, military vessels and other governmental facilities or any ship or airline flying the flag of the United States of America and Canada, and any other territories included as part of a sale of the Domestic Territory, as notified to FCAM by Sales Agent and WME, if applicable;

"Entitlement(s)"

that part of the Collected Gross Receipts payable to a Beneficiary pursuant to the terms of this Agreement;

"Equity Financiers"

financiers of the Film who contributed their funds as equity, if any, as notified to FCAM by the Producer;

"Executing Parties"

FCAM, FCustody, the Producer, the PSC, the Sales Agent, BRON, the Lender, WME and the Guilds;

"E&O Deductible Reserve"

a reserve as reasonably required by Producer for any out-of-pocket insurance deductible (not to exceed USD25,000.00) actually paid by Producer in connection with any legal claims or settlements otherwise covered by Producer's errors and omissions policy, as notified to FCAM by the Producer;

"FCAM Expenses"

all of the actual bank charges incurred by the FCAM in relation to its duties and obligations hereunder, and, to the extent provided for in this Agreement, FCAM's

actual, verifiable reasonable, third party audit and outside legal fees and expenses, costs, related costs arising directly out of FCAM's services hereunder (which will start to accrue immediately upon opening of the Collection Account and will continue to accrue irrespective whether the Collection Account is active or not), including but not limited to those expenses incurred by the FCAM on behalf of one or more of the Parties or Beneficiaries. FCAM has a discretionary right to retain monies in the Collection Account after funding the Residuals Set-Aside in order to create a reasonable reserve for the term of this Agreement to defray the FCAM Expenses (including a reasonable reserve for future banking expenses), such reserve not to exceed USD5,000 per annum without the prior approval of Producer;

“FCAM’s Remuneration”

a one off amount of USD5,000 payable off the top from first Collected Gross Receipts; 1% of all Collected Gross Receipts until all Collected Gross Receipts reach an aggregate amount of USD2,000,000; thereafter 0.75% of all Collected Gross Receipts until the aggregate of all Collected Gross Receipts reach an amount of USD4,000,000 PROVIDED THAT FCAM will not apply this 0.75% between USD2,000,000 and USD2,500,000 of Collected Gross Receipts, and 0.5% of all Collected Gross Receipts thereafter;

“Film”

the feature film provisionally entitled “Americana “ f.k.a. “National Anthem” a brief specification of which is set out in Schedule 3;

“Forum”

the venue for legal proceedings being Los Angeles, California;

“Gross Receipts”

all monies or any other proceeds (including, but not limited to, advances, guarantees, license fees, overages and deposits and any other revenues generated by the Film without any deduction) derived from Distribution Agreements or from any other source of exploitation in the Territory relating to the Film or the Rights excluding (i) Tax Credit Proceeds (other than the Tax Credit Excess); and (ii) insurance proceeds and insurance claim recoveries, except to the extent that they exceed costs, provided that any such Tax Credit Excess and excess insurance proceeds and insurance claim recoveries shall be included in Gross Receipts but such shall not be subject to Items 1 (FCAM’s Remuneration and the FCAM Expenses)-5 (ROW Sales Fee; and (ii) ROW Sales Expenses or Domestic Sales Fee as applicable) of Part A or Part B in Schedule 5. Notwithstanding the foregoing, Gross Receipts, for the purpose of calculating Residuals payable to the Guilds under this Agreement and FCAM’s Remuneration related thereto, shall not exclude any sums unless such exclusion is permitted under the terms of the Basic Agreements;

“Guild(s)”

SAG-AFTRA, DGA and WGA shall be referenced jointly as the “Guilds” or individually, as a “Guild”;

“Guild-Represented Employees”

DGA-Represented Employees, SAG-AFTRA-Represented Performers and WGA-Represented Writers and excluding any Persons represented by another organization than SAG-AFTRA, DGA and WGA (e.g., IATSE represented employees);

“IFTA”

the Independent Film and Television Alliance;

“Intermediate Licensor”

such Person as may be appointed by the Producer or the Sales Agent for any territories usually licensed

through an intermediate licensor whereby the Rights are routed through such intermediate licensor or any of their affiliates and/or any other intermediate licensor networks;

“Intermediate Licensor Fees”

any fees retained by an Intermediate Licensor prior to its transfer of Gross Receipts into the Collection Account. Intermediate Licensor Fees shall be considered Deemed Collected Gross Receipts for the purposes of calculating the Residuals Set-Aside and Payable Residuals;

“Investment Amount”

the repayment amount of the contributions made by the Sales Agent and the Equity Financiers, as notified to FCAM by the Producer;

“Irrevocable Instructions”

the Irrevocable Instructions And Notice Of Acknowledgement substantially in the form of Schedule 7 attached hereto which contains irrevocable instructions directing the relevant Distributor to remit all Gross Receipts payable under its Distribution Agreement to the Collection Account;

“Lender Repayment Amount”

all monetary obligations, due to Lender under the Loan Agreement, the exact amounts to be notified in writing to FCAM by Lender in writing;

“Lender Repayment Notice”

written notice from Lender to FCAM and copied to the Producer that the Lender Repayment Amount has been indefeasibly paid in full;

“Loan Agreement”

the Loan Agreement dated as of December 6, 2021 by and between Lender, PSC and Producer in relation to the Film;

“Net Profits”

has the meaning ascribed to the term in Schedule 5;

“Overbudget Expenses”	amounts actually expended in payment of any actual, direct, verifiable, out of pocket third-party production overages and enhancements directly related to the Film which are not included in the Budget for the Film as notified by Producer to FCAM;
“Payroll House”	the payroll services company mutually agreed upon by the Producer and the Guilds to provide administrative services in connection with the payment of Residuals out of the Collection Account pursuant to this Agreement, identified for this Film as Entertainment Partners and whose contact information is Sabrina Davis, sdavis@ep.com;
“Payroll House Fees”	the fees charged by the Payroll House and any reimbursable expenses of the Payroll House for services provided in connection with the payment of Residuals under this Agreement;
“Person”	any of the Parties or the Beneficiaries or any other individual, entity, corporation, limited liability company or partnership;
“Preferred Return”	an accelerated recoupment amount of 20% of the Investment Amount;
“Prior Disbursement Gross Receipts”	any Gross Receipts distributed to any Party, Beneficiary or third party prior to the execution of this Agreement, including any Gross Receipts to the Producer or the Sales Agent, or any Gross Receipts used to finance the Film;
“Producer Payroll Taxes”	any and all payroll taxes (as applicable) which are required to be contributed to applicable governmental

entities for each Guild-Represented Employee in addition to the Producer's payment of Residuals to each Guild-Represented Employee, which include, but shall not be limited to, that portion of each Guild-Represented Employee's gross wages, which are required to be withheld for payment of state and/or federal taxes and which shall be calculated by the Payroll House;

“Residuals”

all additional compensation which is or may become payable to Guild-Represented Employees pursuant to the applicable Basic Agreement when the Film is exhibited, distributed or otherwise exploited in the Territory, and including, but not limited to, additional compensation payable on advances, minimum guarantees or similar lump sum payments. Residuals as used herein include Benefit Plan Contributions;

“Residuals Set-Aside”

has the meaning ascribed to the term in Clause 3A(1) of Schedule 6;

“Residuals Short Fall”

has the meaning ascribed to the term in Clause 3(B)(4) of Schedule 6;

“Rights”

all copyright and similar rights in and to the Film and all allied, ancillary or associated rights thereto or in the underlying rights thereof;

“ROW Receipts”

all Collected Gross Receipt derived from the ROW Territory;

“ROW Sales Fee”

seven and one-half percent (7.5%) of any ROW Receipts payable to Sales Agent, provided that for all second-cycle sales (i.e. sales conducted after the expiration of the term of a Distribution Agreement), such fee shall be twenty five percent (25%) as advised to FCAM by the Sales Agent;

“ROW Sales Expenses”	any reasonable, actual, direct, verifiable out of pocket, non-overhead, non-salary third party marketing expenses directly related to the Film, provided such costs shall not exceed USD75,000, without the prior written approval of Lender. The exact amount of the ROW Sales Expenses shall be notified to FCAM by the Sales Agent with a copy to the Lender;
“ROW Territory”	the Territory excluding the Domestic Territory;
"Senior Lender”	Hercules Film Investors I (US), Inc.;
“Senior Lender Loan Agreement”	the Loan Agreement dated as of November [], 2022 by and between Senior Lender and Producer in relation to the Film;
“Senior Lender Repayment Amount”	all monetary obligations, due to Senior Lender under the Senior Lender Loan Agreement, the exact amounts to be notified in writing to FCAM by Senior Lender in writing;
“Senior Lender Repayment Notice”	written notice from Senior Lender to FCAM and copied to the Producer that the Senior Lender Repayment Amount has been indefeasibly paid in full;
“SAG-AFTRA Basic Agreement”	the applicable SAG-AFTRA collective bargaining agreement to which the PSC is bound or otherwise obligated to honor, as amended, modified or expanded;

“SAG-AFTRA Final Cast List”	the final SAG-AFTRA payroll cast list detailing customary payee information for the final list of SAG-AFTRA Represented Performers appearing in the Film in a form acceptable to the Payroll House;
“SAG-AFTRA-Represented Performer(s)”	all Persons whose services in connection with the Film are subject to the SAG-AFTRA Basic Agreement who are further listed on the SAG-AFTRA Final Cast List which is to be provided by the Producer to the Payroll House;
“Statement”	for each Accounting Period, a written statement in the Accounting Currency by FCAM specifying in the Accounting Currency the sources from which Collected Gross Receipts have been derived and their allocation to the Beneficiaries in accordance with their respective Entitlements in a form satisfactory to the Producer, the Guilds and the Sales Agent and consistent with Clause 4 of FCAM’s Standard Terms of Agreement;
“Tax Credit Excess”	any amount of the Tax Credit Proceeds remaining after the Tax Credit Lender Repayment Amount has been indefeasibly paid in full to the Tax Credit Lender;
“Tax Credit Lender”	a financier who advances money against a priority security interest in the tax credits, rebates or other soft dollar benefits generated by the Film;
“Tax Credit Lender Repayment Amount”	all monetary obligations, due to Tax Credit Lender under the Tax Credit Loan Agreement, the exact amounts to be notified in writing to FCAM by Tax Credit Lender in writing;

“Tax Credit Lender Repayment

Notice”

written notice from Tax Credit Lender to FCAM and copied to the Producer that the Tax Credit Lender Repayment Amount has been indefeasibly paid in full;

“Tax Credit Loan Agreement”

the Loan Agreement dated as of [] by and between Tax Credit Lender, PSC and Producer in relation to the Film;

“Tax Credit Proceeds”

all tax credits, refunds, subsidies, rebates or other amounts payable in connection with any film production tax incentives and the proceeds therefrom in connection with the Film;

“Territory”

the world;

“WGA Basic Agreement”

the applicable WGA collective bargaining agreement to which the Producer is bound or otherwise obligated to honor, as amended, modified or expanded;

**“WGA Notice of
Tentative Writing Credits”**

the credits notice identified and controlled by Theatrical Schedule A of the applicable WGA Theatrical and Television Basic Agreement; such notice is due as soon as practicable following completion of principal photography of the Film;

“WGA-Represented Writer(s)”

all Persons whose services in connection with the Film are subject to the WGA Basic Agreement; and

“Worldwide Sale”

a sale to one single Distributor for the Territory, as confirmed to FCAM by the Producer, the Sales Agent and WME.

- 1.1 Where the context so admits, words importing the singular shall include the plural and vice versa and words importing the neuter gender shall include the masculine or feminine gender and words importing individuals shall include firms and corporations.
- 1.2 References to Clauses and Schedules shall, save where otherwise expressly stated, be construed as references to the Clauses of and Schedules to this Agreement.

SCHEDULE 3

Film Specification

Title: "Americana " f.k.a. "National Anthem"

Writer: Tony Tost

Director: Tony Tost

Individual Producer(s): Alex Saks, Aaron Gilbert

Principal Artist(s): []

Delivery Date: []

Budgeted Cost: USD10,500,000

SCHEDULE 4

Beneficiaries

- **FREEWAY CAM B.V.** (a company registered under the laws of The Netherlands at Herikerbergweg 238, Luna Arena, 1101CM, Amsterdam Zuidoost, Netherlands) (EU VAT identification number: NL810347647B01) c/o Piarista köz 2, 1052 Budapest, Hungary;
- **NATIONAL ANTHEM HOLDINGS, LLC**, c/o Bron Studios, EIN no.: 85-4296943, date of organization: December 1 2020, c/o Bron Studios, 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210, United States of America, attention: Joel Guralnick, Email: joel.guralnick@bronstudios.com;
- **NATIONAL ANTHEM PRODCO, INC.**, EIN: 87-3498637, date of incorporation: 12 October 2021, c/o Bron Studios, 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210, United States of America, attention: Joel Guralnick, Email: joel.guralnick@bronstudios.com;
- **BRON STUDIOS USA, INC.**, registration no.: EIN: 45-3978784, date of incorporation: 18 December 2012, registered address: c/o Corporation Service Company, 112 North Curry St, Carson City, NV 89703, United States of America, c/o Bron Studios 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210, United States of America, attention: Joel Guralnick, Email: joel.guralnick@bronstudios.com;
- **BRON RELEASING USA, INC.**, registration no.: EIN: 83-4056368, date of incorporation: 16 August 2018, registered address: c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808, United States of America, c/o Bron Studios, 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210, United States of America, attention: Joel Guralnick, Email: joel.guralnick@bronstudios.com;
- **CREATIVE WEALTH MEDIA FINANCE CORP**, registration no.: 26056298, date of incorporation: 30 May 2016, registered address: 151 Bloor Street West, Suite 700, Toronto, ON M5S 1S4, Canada, attention: Jason Cloth, Email: Jason.cloth@cwmoviefund.ca;

- **WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC**, registration no.: 200912710034, date of incorporation: 5 May 2009, registered address: 9601 Wilshire Blvd. 3rd Floor, Beverly Hills, CA 90210, United States of America, attention: WME Business Affairs, Email:WMEIndependentFilmCollections@wmeagency.com;
- **FILM FINANCES CANADA LTD.**, registered address: 250 The Esplanade, Suite 204, Toronto, ON M5A 1J2, Canada, Attention: Antonietta Presta and Moira Holmes, email: apresta@filmfinances.ca and mholmes@filmfinances.ca;
- **SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**, 5757 Wilshire Boulevard, 7th Floor, Los Angeles, CA 90036, United States of America, attention: Rashan Hall, email: CAMAcompliance@sagaftra.org, rashan.hall@sagaftra.org;
- **DIRECTORS GUILD OF AMERICA INC.**, 7920 Sunset Boulevard, Los Angeles, CA 90046, United States of America, attention: CAMA Residuals Administrator, email: cama@dga.org;
- **WRITERS GUILD OF AMERICA, WEST, INC.** for itself and on behalf of **WRITERS GUILD OF AMERICA, EAST, INC.**, 7000 West Third Street, Los Angeles, CA 90048, United States of America;
- **HERCULES FILM INVESTORS I (US), INC.**, registration no.: 5729137, date of incorporation: 15 April, 2015, registered address: 1801 Century Park West, 6th Floor, Los Angeles, CA 90067, United States of America, attention: Jean-Luc De Fanti, email: jldefanti@rheafilms.com, cc Schuyler Moore (smoore@greenbergglusker.com);
- **PAUL WALTER HAUSER**, [address], represented by the Producer for the purposes of this Agreement;
- **HALSEY**, [address], represented by the Producer for the purposes of this Agreement;
- **SYDNEY SWEENEY**, [address], represented by the Producer for the purposes of this Agreement;

- **ZHAN MCCLARNON**, [address], represented by the Producer for the purposes of this Agreement;
- **SIMON REX**, [address], represented by the Producer for the purposes of this Agreement;
- **ERIC DANE**, [address], represented by the Producer for the purposes of this Agreement;
- **TONY TOST**, [address], represented by the Producer for the purposes of this Agreement;
- **ALEX SACKS**, [address], represented by the Producer for the purposes of this Agreement; and
- **ACCESS ROAD**, [address], ("**Access Road**" represented by the Producer for the purposes of this Agreement.

The contact and bank account details of the above and any additional Beneficiaries, to the extent such Beneficiaries are not Parties, shall be provided to FCAM in writing by the Party representing the applicable Beneficiary (as stated above). FCAM may rely on the accuracy of the information provided to FCAM in writing by any such Party.

SCHEDULE 5

Distribution of Collected Gross Receipts

All Collected Gross Receipts shall be distributed by FCAM to the Beneficiaries in the following manner and order (to the extent said amounts have not already been paid or repaid from any other source, in which case the relevant Party or the Producer shall as soon as reasonably possible notify FCAM of such occurrence or with respect to Residuals, such Residuals have been paid through some other source as notified to FCAM in writing by the Guilds):

A. Disbursement of Collected Gross Receipts from the ROW Territory

1. to FCAM in payment of FCAM's Remuneration and the FCAM Expenses; and thereafter
2. to fund the Residuals Set-Aside in accordance with Schedule 6; and thereafter
3. towards the payment of Additional Union Payments; and thereafter
4. to Distribution Legal in payment of the Distribution Legal Fees; and thereafter
5. solely from the ROW Receipts, to the Sales Agent in payment of (i) the ROW Sales Fee; and (ii) the ROW Sales Expenses; and thereafter
6. to Senior Lender in repayment of the Senior Lender Repayment Amount until the Senior Lender has issued the Senior Lender Repayment Notice; and thereafter
7. to any actual, out of pocket, documented, direct, third party expenses (capped at USD5,000 per calendar year per company) to maintain the Producer and PSC in good standing with any applicable governmental authority, including, but not limited to, professional services and payment of fees (including annual sovereign filing expenses) related thereto (but not including any income tax), the exact amount to be advised to FCAM jointly by the Producer and PSC; and thereafter
8. to the E&O Deductible Reserve; and thereafter

9. to Producer or BRON to pay any actual, direct, verifiable, out-of-pocket third party distribution, business and marketing expenses directly related to the Film which are not included in the budget for the Film, expressly excluding Overbudget Expenses, and are not assumed or paid by any third-party Distributor of the Film (including, without limitation any festival expenses) but in any event not more than USD75,000 inclusive of Sales Agent's ROW Sales Expenses without Lender's approval, the exact amount to be advised to FCAM jointly by the Producer and BRON with a copy to the Lender; and thereafter
10. to Lender in repayment of the Lender Repayment Amount until the Lender has issued the Lender Repayment Notice; and thereafter
11. to Tax Credit Lender in repayment of the Tax Credit Lender Repayment Amount until the Tax Credit Lender has issued the Tax Credit Lender Repayment Notice; and thereafter
12. to Completion Guarantor in payment of any unpaid Completion Guarantor Advances, if any. It is hereby acknowledged by the Parties that there are not any Completion Guarantor Advances payable to the Completion Guarantor; and thereafter
13. to Producer or BRON to pay Overbudget Expenses; and thereafter
14. to Equity Financiers pro rata in repayment of their respective Investment Amount and Preferred Return; and thereafter
15. to Halsey for the recoupment of any actual, direct, verifiable, out-of-pocket third party expenses related to the promotion of the Film at the 2023 SXSW Film and TV Festival which are not assumed or paid by any third-party Distributor or promoter of the Film, but in any event not more than USD90,000 in the aggregate, the exact amount to be advised to FCAM by the Producer; and thereafter
16. in accordance with Part C below.

B. Disbursement of Collected Gross Receipts from the Domestic Territory or in the event of a Worldwide Sale

1. to FCAM in payment of the FCAM's Expenses and FCAM's Remuneration; and thereafter
2. to fund the Guilds Residuals Set-Aside in accordance with Schedule 6, and thereafter
3. towards the payment of Additional Union Payments; and thereafter
4. solely from the Domestic/Worldwide Receipts, to the Sales Agent and to WME, as applicable, in payment of the Domestic Sales Fee; and thereafter
5. to Senior Lender in repayment of the Senior Lender Repayment Amount until the Senior Lender has issued the Senior Lender Repayment Notice; and thereafter
6. to Distribution Legal in payment of the Distribution Legal Fees; and thereafter
7. to any actual, out of pocket, documented, direct, third party expenses (capped at USD5,000 per calendar year per company) to maintain the Producer and PSC in good standing with any applicable governmental authority, including, but not limited to, professional services and payment of fees (including annual sovereign filing expenses) related thereto (but not including any income tax), the exact amount to be advised to FCAM jointly by the Producer and PSC; and thereafter
8. to the E&O Deductible Reserve; and thereafter
9. to Producer or BRON to pay any actual, direct, verifiable, out-of-pocket third party distribution, business and marketing expenses directly related to the Film which are not included in the budget for the Film, expressly excluding Overbudget Expenses, and are not assumed or paid by any third-party Distributor of the Film (including, without limitation any festival expenses) but in any event not more than USD75,000 inclusive of Sales Agent's ROW Sales Expenses without Lender's approval), the exact amount to be advised to FCAM jointly by the Producer and BRON with a copy to the Lender; and thereafter
10. to Lender in repayment of the Lender Repayment Amount until the Lender has issued the Lender Repayment Notice; and thereafter

11. to Tax Credit Lender in repayment of the Tax Credit Lender Repayment Amount until the Tax Credit Lender has issued the Tax Credit Lender Repayment Notice; and thereafter
12. to Completion Guarantor in payment of any unpaid Completion Guarantor Advances, if any. It is hereby acknowledged by the Parties that there are not any Completion Guarantor Advances payable to the Completion Guarantor; and thereafter
13. to Producer or BRON to pay Overbudget Expenses; and thereafter
14. to Equity Financiers pro rata in repayment of their respective Investment Amount and Preferred Return; and thereafter
15. to Halsey for the recoupment of any actual, direct, verifiable, out-of-pocket third party expenses related to the promotion of the Film at the 2023 SXSW Film and TV Festival which are not assumed or paid by any third-party Distributor or promoter of the Film, but in any event not more than USD90,000 in the aggregate, the exact amount to be advised to FCAM by the Producer; and thereafter
16. in accordance with Part C below.

C. Net Profit Disbursement of Collected Gross Receipts from the ROW Territory and Domestic Territory jointly

1. The remaining balance thereafter shall be referred to as “Net Profits” and shall be applied and distributed on a pari passu basis as follows:
 - a. Financiers’ 50%:
 - 40% Creative Wealth;
 - 5% BRON Studios USA; and
 - 5% Hercules.
 - b. Producer’s 50%:
 - 3% Paul Walter Hauser;

- 3% Halsey;
- 3% Sydney Sweeny;
- 1% Zhan McClarnon;
- 1% Simon Rex;
- 1% Eric Dane;
- 2.5% Tony Tost (writing);
- 13.2% BRON Studios USA (Producing services);
- 10.65% Tony Tost (directing services);
- 10.65% Alex Sacks; and
- 1% Access Road.

SCHEDULE 6

Guilds Residual Payment Procedure

All Residuals shall be calculated and distributed as follows:

1. Engagement of a Payroll House

- A. No later than upon FCAM's receipt of a fully executed copy of this Agreement, the Producer shall execute with Payroll House an agreement ("**Payroll House Agreement**") to administer the calculation and payment of Residuals in cooperation with FCAM and the Guilds. The Payroll House Agreement shall include language (or the Producer will separately instruct the Payroll House in writing with a copy to the Guilds and FCAM) which states that the Payroll House shall accept irrevocable instruction and information from FCAM regarding calculation and payment of Residuals, contains provisions consistent with this Schedule 6 and provides for simultaneous reporting by the Payroll House to the Producer, the Guilds and FCAM. Producer shall also promptly provide Payroll House with complete copies of the final SAG-AFTRA Final Cast List, the DGA Final Credits List and WGA Notice of Tentative Writing Credits and all information deemed reasonably necessary by the Payroll House to determine Residuals payments to Guild-Represented Employees and Producer Payroll Taxes in connection with the payment of Residuals, including but not limited to, the W-4 form for each individual Guild-Represented Employee, if applicable.
- B. If the Producer or PSC has not fully complied with Clause (1)(A) above, within 20 calendar days from the date that FCAM receives a fully executed copy of this Agreement, the Guilds, at their sole discretion, shall provide the Producer and PSC with a written notice of such default and a 10-day period within which to cure this omission (the "**Cure Period**"). Upon failure by the Producer or PSC to comply within the Cure Period and in settlement of the Producer's and PSC's failure to comply with the terms of the Basic Agreements and this Agreement, the Guilds are hereby entitled to enter into a Payroll House Agreement with a Payroll House on behalf of Guild-Represented Employees to disburse Residuals from the Guilds' Entitlement to Guild-Represented Employees consistent with the Producer's and PSC's obligations under the terms of this

Agreement and the Basic Agreements. The Payroll House Agreement shall include language which states that the Payroll House shall accept instruction and information from FCAM regarding calculation and payment of Residuals according to the terms of this Agreement. The Guilds shall advise FCAM, the PSC and the Producer of the Payroll House engaged and the costs incurred in engaging and paying the Payroll House (excluding Residuals), and, in the event of Producer's or PSC's default under this paragraph B, FCAM shall deduct those costs from the Producer's share of Collected Gross Receipts and Net Profits under Schedule 5 above, to the extent available in the Collection Account, which costs shall be additional to those defined as FCAM's Remuneration and FCAM Expenses.

2. Calculation of Residuals

The Producer shall give an irrevocable standing instruction to the Payroll House with a copy to FCAM and the Guilds to calculate Residuals due and payable to Guild-Represented Employees (but excluding any Persons represented by an organization other than SAG-AFTRA, DGA or WGA) in connection with Collected Gross Receipts as follows:

- A. All Calculations. With respect to all calculations, the Payroll House shall apply the applicable rates and formulae contained in the relevant sections of the Basic Agreements.
- B. Lump Sum Payments. With respect to calculations pertaining to Distributor's advances, minimum guarantees and/or other similar lump sum payments (collectively, "**Lump Sum Payments**") unless otherwise agreed upon in writing by the Producer and the Guilds and advised to FCAM, the Payroll House shall allocate Collected Gross Receipts to each market licensed for distribution pursuant to the Producer Allocation (as defined in Clause 4(A) below) in connection with the relevant Distribution Agreement, subject and pursuant to Clause 4(A), (B) and (C) below. The Guilds retain the right, in accordance with Clause 4(B) below, to challenge the fairness and/or reasonableness of any Producer Allocation. At the time FCAM instructs Payroll House to calculate Residuals pursuant to Clause 3.B. below, if the Producer Allocation is not provided per Clause 4.A. below, FCAM shall instruct Payroll House to calculate

Residuals payable in connection with the relevant Lump Sum Payment based upon the Default Allocation pursuant to Clause 4(C).

C. Distributor's Reports

- (1) With respect to calculations pertaining to Distributor's Reports (excluding Distributor's Reports pertaining to Lump Sum Payments), the Payroll House shall allocate to theatrical, video, free television, pay television, streaming video on demand (SVOD), download to rent (DTR), and electronic sell through (EST) markets consistent with the Collected Gross Receipts as reported in the Distributor's Report.
- (2) At the time FCAM instructs the Payroll House to calculate Residuals pursuant to Clause 3.B., if a Distributor's Report (excluding Distributor's Reports pertaining to Lump Sum Payments) is not provided or contains insufficient information for the Payroll House to determine the allocation to each market and the Producer has not notified the Payroll House, the Guilds and FCAM of the market allocation as per Clause 4(A) below, FCAM shall instruct the Payroll House to allocate pursuant to the Default Allocation contained in Clause 4(C) below.

3. Payments of Residuals

A. Residuals Set-Aside

In each Accounting Period (pursuant to Clauses 3 and 4 of FCAM's Standard Terms of Agreement, below), FCAM shall retain in the Collection Account 9.8% of all Collected Gross Receipts during that Accounting Period ("**Periodic Gross Receipts**"). This 9.8% consists of a 6.2% set-aside for SAG-AFTRA Residuals, a 1.8% set-aside for DGA Residuals and a 1.8% set-aside for WGA Residuals. Said 9.8% of the Periodic Gross Receipts shall constitute a temporary "**Residuals Set-Aside**" earmarked for payment of Residuals (including, Payroll House Fees and Producer Payroll Taxes, if any, in connection with said Residuals) on those Periodic Gross Receipts, which Residuals shall be paid in the Accounting Period following that in which the Periodic Gross

Receipts were generated. FCAM may disburse Periodic Gross Receipts not held in such Residuals Set-Aside or due to the Guilds pursuant to any Residuals Short Fall (as defined in Clause 3(B)(4) below) for that Accounting Period. Upon paying Residuals (including, Payroll House Fees and Producer Payroll Taxes, if any, in connection with said Residuals) on the Periodic Gross Receipts and recouping any applicable Residuals Short Fall but in no event earlier than 10 Business Days after receipt of the calculations of the Payroll House (unless explicitly approved by the Guilds), FCAM shall return any excess funds in the Residuals Set-Aside for that Accounting Period to the general monies in the Collection Account and distribute said funds to the Beneficiaries hereto as warranted pursuant to this Agreement.

B. Procedure for Payment of Residuals

- (1) Residuals (including, Payroll House Fees and Producer Payroll Taxes, if any, in connection with said Residuals) payable on Collected Gross Receipts shall be paid consistent with the Statement and accounting schedule pursuant to Clauses 3 and 4 of FCAM's Standard Terms of Agreement, below and consistent with Clause 3(A) above.
- (2) Upon generation of Collected Gross Receipts (including Lump Sum Payments) and with the same frequency as the Statement described in Clauses 3 and 4 of FCAM's Standard Terms of Agreement, below, FCAM shall forward or concurrently make electronically available to the Payroll House and the Guilds copies of all Distribution Agreements, Distributor's Reports, Default Allocations, invoices, accounting and other documentation or reports pertaining to all Collected Gross Receipts, including Lump Sum Payments, which are readily available to FCAM.
- (3) The Producer hereby instructs FCAM and FCAM agrees that it shall give an irrevocable instruction to the Payroll House to:

- (a) calculate the Residuals that are due and payable in connection with said Collected Gross Receipts in accordance with Clauses 2 (A) and (B) above; and
- (b) concurrently report the following information to the Guilds, the Producer and FCAM in writing, within ten (10) Business Days of receiving said documentation (which information shall hereinafter be referred to collectively as the **"Payroll House Report"**):
 - [i] the allocation used and the amount of monies required for the payment of Residuals and Benefit Plan Contributions which are due and payable in connection with the Collected Gross Receipts (**"Payable Residuals"**);
 - [ii] the amount of the Payroll House Fees, which the Payroll House shall incur in connection with preparing the appropriate Residuals checks and the Benefit Plan Contributions; and
 - [iii] the amount of monies required to pay Producer Payroll Taxes, if applicable.
- (4) Upon receipt of the Payroll House Report and consistent with Clauses 3 and 4 of FCAM's Standard Terms of Agreement, below, FCAM shall transfer the Payable Residuals, Payroll House Fees (if any) and Producer Payroll Taxes from the Residuals Set-Aside to the Payroll House and neither FCAM nor any of the Beneficiaries shall have any obligations (except the Producer and, in the case of FCAM, as stated below) to ensure that the Payroll House provides checks to the Guilds to forward to individual Guild-Represented Employees. Any Collected Gross Receipts required to pay the Payable Residuals, Payroll House Fees and Producer Payroll Taxes in excess of the amount available in the Residuals Set-Aside (the **"Residuals Short Fall"**) will, to the extent available, be drawn from the remaining funds in the Collection Account

(except for FCAM's Entitlements) and be paid pursuant to this Clause 3(B)(4). If FCAM receives a notification from the Payroll House that the amount required to pay the Payable Residuals, Payroll House Fees and Producer Payroll Taxes exceeds the Residuals Set-Aside and a Statement has been made by FCAM, but the applicable Entitlements hereunder have not been disbursed by FCAM, FCAM will revise and re-issue the Statement and the monies required to fully fund the Residuals Set-Aside shall be drawn from any and all remaining funds in the Collection Account, except from FCAM's Entitlements. If the balance of Collected Gross Receipts is insufficient to pay the Residuals Short Fall, then FCAM will notify the Producer and the Guilds in writing and in any of the succeeding Accounting Periods, and after FCAM has retained the Residuals Set-Aside under Clause 3(A) for such Accounting Period, FCAM will also retain the amount of the Residuals Short Fall prior to disbursing any other Entitlements under this Agreement. The Producer hereby instructs FCAM and FCAM accepts that it shall give an irrevocable instruction to the Payroll House to issue Residuals checks payable to individual Guild-Represented Employees and forward such checks to the appropriate Guild for distribution. The Producer hereby instructs FCAM and FCAM accepts that it shall additionally irrevocably instruct the Payroll House to issue checks in the applicable amount of the Benefit Plan Contributions payable in connection with SAG-AFTRA's Residuals and forward such checks directly to SAG-AFTRA - Producer Pension and Health Plans, 3601 West Olive Avenue, Burbank, California 91510, USA and payable in connection with DGA's Residuals and forward such checks directly to DGA-Producers Pension Plan, 5055 Wilshire Boulevard Los Angeles, CA 90036, USA and payable in connection with WGA's Residuals and forward such checks directly to Producer-Writers Guild of America Pension Plan/Writers Guild-Industry Health Fund 2900 West Alameda Ave., Suite 1100 Burbank CA 91505. FCAM shall irrevocably instruct the Payroll House to pay the Producer Payroll Taxes, if applicable, to the appropriate governmental entities.

- (5) Nothing in this Clause 3(B) above shall be deemed to modify FCAM's obligation to create a "Disputed Amount Set-Aside" upon receipt of

proper notice regarding a Disputed Amount pursuant to Clause 4(B)(3) below.

4. Allocation Among Markets

A. **Producer Allocation.** The allocation among markets with respect to Gross Receipts or Lump Sum Payments payable in connection with said Distribution Agreement shall be as follows and such allocations shall be collectively referred to hereinafter as “**Producer Allocation**”.

(1) Producer and/or the Sales Agent shall provide copies of all Distribution Agreements to FCAM. If the Distribution Agreement includes an allocation of the Lump Sum Payment to each market sold, leased or licensed there under, the Producer shall be deemed to be in agreement with the allocation contained therein subject to Clause 4.B.

(2) Within five (5) days after FCAM instructs Payroll House to calculate Residuals pursuant to Clause 3.B., if the Distribution Agreement is not provided or includes no market allocation or an incomplete market allocation, the Producer shall forward a market allocation to FCAM, the Payroll House and the Guilds in writing, and that allocation shall govern unless the Guilds dispute the Producer Allocation in accordance with Clause 4.B. below.

B. **Dispute regarding Producer Allocation.** The Guilds shall have forty-five (45) days from receipt of each Payroll House Report, to the extent it expressly states the Producer Allocation, to dispute the Producer Allocation (the “**Dispute Period**”).

(1) In the event the Guilds do not dispute the Producer Allocation in writing within the Dispute Period, the Producer Allocation shall be deemed accepted and shall govern in the calculation and payment of Residuals with respect to the Distribution Agreement at issue.

(2) In the event the Guilds dispute the Producer Allocation within the Dispute Period, the Guilds shall notify the Producer, the PSC and FCAM

concurrently in writing of the Disputed Amount and corresponding allocation. (As used herein, the “**Disputed Amount**” shall mean the difference between the amount of Residuals payable based upon the Producer Allocation on the Lump Sum Payment and the amount of Residuals payable based upon the allocation of the Lump Sum Payment which the Guilds consider fair and reasonable.)

- (3) Upon receipt of said notice, FCAM shall set aside the Disputed Amount, to the extent available in the Collection Account, and hold it pending resolution of the dispute (the “**Disputed Amount Set-Aside**”).
- (4) The Guilds, the PSC and the Producer may resolve this dispute under this Clause 4.B.(4) by mutual agreement or through the grievance and arbitration procedures contained in the respective Basic Agreements. If such dispute is not resolved within thirty days of FCAM’s receipt of the notice of the Disputed Amount, FCAM shall instruct Payroll House to calculate Residuals in accordance with the Disputed Amount and corresponding allocation in the next succeeding Statement unless either Party submits within such thirty days a written demand for arbitration of this dispute to the other party per the terms of the Basic Agreements, a copy of which demand shall be timely forwarded to FCAM.
- (5) The Guilds agree to provide notice of any grievance or arbitration hereunder to the Producer and the PSC and concurrently to FCAM and the Sales Agent and to provide FCAM and the Sales Agent with written notification regarding resolution of any dispute hereunder within ten (10) days of said resolution.
- (6) FCAM shall continue to allocate and disburse Entitlements not disputed pursuant to this Agreement.

C. **Default Allocation.** At the time FCAM instructs Payroll House to calculate Residuals pursuant to Clause 3.B., if the Producer Allocation is not provided in accordance with Clause 4.A, FCAM shall instruct Payroll House to calculate Residuals based upon the “**Default Allocation**” as follows:

- (1) If the Film is licensed by a single Distributor for distribution in all media, the Payroll House shall allocate the Lump Sum Payment as follows: ten percent [10%] to theatrical, five percent [5%] to video, fifteen percent [15%] to pay television, fifteen [15%] to free television, twenty-five [25%] to SVOD, fifteen percent [15%] to DTR and fifteen percent [15%] to EST.
- (2) If the Film is licensed for distribution by a single Distributor in fewer than those six media, the Payroll House shall calculate the media allocation as follows:
 - (a) if licensed in one medium only, then one hundred percent (100%) of the Lump Sum Payment shall be attributable to that medium;
 - (b) if licensed in any other combination of media, the resulting allocation of the Lump Sum Payment or Gross Receipts (as applicable) shall be in the same proportion as each of the media bears to the others in the six-media allocation indicated above or as otherwise confirmed by the Guilds.

5. All relevant information to FCAM, the Guilds and the Payroll House

- A. Each of the Parties hereby undertakes to provide FCAM in a timely fashion with all relevant information within the knowledge of that Party to enable FCAM to meet its obligations pursuant to this Agreement. The information shall include, but is not limited to:
 - (1) provision by the Sales Agent of copies of sales estimates and sales reports in relation to the Film in the Territory;
 - (2) provision by the Sales Agent of copies of each long-form Distribution Agreement and if executed separately from the Distribution Agreement, executed Irrevocable Instructions;

- (3) copies of the names, addresses, telephone, fax numbers and bank details of all Beneficiaries;
- (4) detailed information about agreed expenses, approvals for payment of agreed expenses, etc.;
- (5) information required for payment of Residuals;
- (6) if requested, and to the extent available, accounting statements from the Sales Agent or Distributor(s);
- (7) notice from the Producer of the ROW Sales Expenses and sub-sales expenses;
- (8) all further information that FCAM may reasonably require to meet its obligations hereunder;

The information shall further include, but is not limited to information on the Film as described in Schedule 3.

- B. The Producer hereby irrevocably instructs the Sales Agent and Sales Agent agrees to send to FCAM a sales report (including the identity of each Distributor) for each Distribution Agreement, to be provided with the same frequency as FCAM provides Statements under Clause 4 of FCAM's Standard Terms of Agreement, below. FCAM agrees to copy such summaries to the Guilds and to the Payroll House.
- C. The Producer hereby irrevocably instructs FCAM and FCAM agrees to provide the Guilds with written notification regarding each Lump Sum Payment received from a Distributor, which notification shall include the full amount of the payment, and to the extent available the territories.
- D. FCAM agrees to provide the Guilds with a copy of the Distribution Agreements, to the extent FCAM has received them.

- E. The Producer hereby irrevocably instructs the Sales Agent and Sales Agent agrees to direct each Distributor in the Distribution Agreement entered into with the Sales Agent to pay all Gross Receipts due from such Distributor directly to the Collection Account and to provide a Distributor's Report.
6. A. If a Distributor or Qualified Distributor, as defined in the Basic Agreements, acquires the right to distribute the Film in any part of the Territory, the PSC agrees to comply with the provisions of the applicable Basic Agreements with respect to obtaining and delivering to the applicable Guild either a separate Distributor's Assumption Agreement (as set forth in the Basic Agreements) or a Qualified Distributor's Letter of Guaranty with a copy thereof to FCAM. Additionally, the Parties hereto agree that neither this Schedule 6 nor any other provision of this Agreement shall be interpreted as a waiver of any of the Guilds' rights or remedies under the Basic Agreements with respect to Assumption Agreements or the right to timely reporting and payment of Residuals all of which are expressly reserved and concurrently available to the Guilds. The Guilds agree that if an unconditional Distributor's Assumption Agreement or an unconditional Qualified Distributor's Letter of Guaranty is delivered to the Guilds from a financially responsible Person (as determined in the Guilds' sole discretion) that is accepted by each Guild in writing to FCAM, and the Gross Receipts from exploitation, distribution or exhibition of the Film in this assumed territory are generated, then the Residuals Set-Aside will thereafter be applied only to the Gross Receipts generated from the remaining un-assumed territories so long as such Distributor timely and properly reports and pays Residuals as notified by the Guilds. The Parties hereto further agree and acknowledge that any sale of the Film or any Rights therein shall be subject to the Producer's and the PSC's obligation to obtain appropriate Assumption Agreement(s) pursuant to the Basic Agreements, which obligation, for the duration of this Agreement and as an accommodation to Producer and PSC, shall be fulfilled by the Irrevocable Instructions being executed separately or being included in a Distribution Agreement, unless there is a dispute under this Agreement and the resolution of that dispute under Clause 8.7 of FCAM's Standard Terms of Agreement, below, results in an arbitration judgment requiring an Assumption Agreement to be entered into by the relevant Distributor.
- B. If Producer or PSC believes that Residuals have been paid outside of this Agreement such that the process herein would result in overpayment of Residuals,

Producer or PSC shall notify FCAM and the applicable Guild(s) in writing, accompanied by sufficient documentation and evidence supporting this belief. To the extent the documentation identifies a specific payment, FCAM shall treat the identified payment as a disputed amount to be retained in the Residuals Set-Aside for 30 days, during which Producer, PSC and the applicable Guild(s) shall resolve the issue. Once resolved, Producer, PSC and the applicable Guild(s) shall jointly notify FCAM in writing. Producer, PSC and the applicable Guild(s) may agree to extend the period available for resolution, and jointly inform FCAM of the extension. If the issue is not resolved within this period, FCAM will release the disputed amount into the Residuals Set-Aside unless notified that Producer or PSC has commenced a dispute under the Basic Agreement. The balance of the Residuals Set-Aside shall continue to be administered as provided in this Agreement.

SCHEDULE 7

Irrevocable Instructions And Notice Of Acknowledgement

VIA FACSIMILE

[Name of Distributor]

[Address]

[City, State, Postal Code]

[Country]

[Distributor] is hereby irrevocably instructed by [Producer or Sales Agent], to pay all proceeds on the Film provisionally entitled "Americana " f.k.a. "National Anthem" due and payable to [Sales Agent] under the Distribution Agreement dated [.../.../...] directly and without diversion or deduction, into the following Collection Account:

Comerica Bank ("**CA Bank**")

Bank Address: 2029 Century Park East, Suite 800, Los Angeles, CA 90067, United States of America

Account name: Stichting Freeway Custody RE: National Anthem

Account No.: 1895 807 848

SWIFT Address: MNBDUS33

ABA No.: 121 137 522;

Please be further advised that this notice is coupled with an interest and is irrevocable and may not be modified or rescinded except in writing signed by [Producer or Sales Agent] and Freeway CAM B.V. c/o Piarista köz 2, 1052 Budapest, Hungary ("FCAM") and Stichting Freeway Custody c/o Piarista köz 2, 1052 Budapest, Hungary. By your signature you agree to make payment only to the CA Bank, as directed above, and also to provide to FCAM copies of any and all statements and notices that accompany such payments or are otherwise created and delivered. You further agree to notify FCAM of any and all conflicting notices that might be received by you and of any claims by any third parties that such third party is entitled to receive all or any portion of any such payments.

Would you please acknowledge receipt and acceptance of this notice by signing this letter in the space below and returning it directly to FCAM at the above address with a copy to [Producer or Sales Agent].

Very truly yours,

[Producer or Sales Agent]

By: _____

AGREED AND ACKNOWLEDGED:

[Distributor]:

By: _____

FCAM'S STANDARD TERMS OF AGREEMENT

1. Gross Receipts

1.1 The Producer, Sales Agent, and any Party owning or controlling any Rights hereby undertakes with FCAM and the other Parties hereto (i) to issue Irrevocable Instructions to Distributors in substantially the form contained in Schedule 7 to pay all Gross Receipts directly into the Collection Account and (ii) to provide full accounting statements to FCAM together with such payments of Gross Receipts. The Sales Agent shall either:

- insert into the Distribution Agreements irrevocable instructions to the Distributors in a form substantially similar to those contained in the Irrevocable Instructions; or
- have a Distributor sign separately the Irrevocable Instructions to pay all Gross Receipts into the Collection Account;

It is understood that in such instances whereby the Rights are routed through an Intermediate Licensor, the Distributors will first have to pay Gross Receipts to the applicable Intermediate Licensor and thereafter, the applicable Intermediate Licensor shall pay those amounts, net of such Intermediate Licensor's shares, into the Collection Account. For the avoidance of doubt, Intermediate Licensor Fees (if any) shall constitute Deemed Collected Gross Receipts for the purpose of calculating Residuals;

1.2 The Sales Agent undertakes to promptly notify FCAM of delivery of the Film to the respective Distributor(s), and the Producer undertakes to promptly notify FCAM of delivery of the Film to the Distributors, and, to the extent known, the respective release dates of the Film; and

1.3 If any Party receives or, prior to the effectiveness of this Agreement, has received Gross Receipts itself (and not from FCAM in accordance with this Agreement), that Party will promptly inform FCAM and the Parties in writing of such receipt and simultaneously transfer such Gross Receipts into the Collection Account without

deduction (other than any actual, verifiable and standard bank charges). For the avoidance of doubt, regardless whether such Party transfers those Gross Receipts into the Collection Account, those Gross Receipts will be considered Deemed Collected Gross Receipts and shall be applied in calculating Residuals. In the event the Sales Agent receives any Gross Receipts directly from Distributors, the Sales Agent shall remit such monies to the Collection Account. Pending transfer of such Gross Receipts into the Collection Account such Parties shall hold such Gross Receipts on trust for the benefit of the Beneficiaries and to be applied solely in accordance with the terms of this Agreement.

2. FCustody's and FCAM's Obligations

FCustody shall:

- 2.1 open and maintain the Collection Account and hold all Collected Gross Receipts in trust in the Collection Account for the benefit of the Beneficiaries to the extent of the Beneficiaries' respective Entitlements as specified in this Agreement. No Collected Gross Receipts under this Agreement shall be crossed or commingled with any other proceeds arising from the exploitation of any other project.

FCAM shall:

- 2.2 immediately pay into the Collection Account, without set-off or deductions of any kind, any Gross Receipts directly received by FCAM from Distributors, the Sales Agent or any other Person and promptly notify the Parties upon receipt of any Gross Receipts by FCAM. Pending transfer of such Gross Receipts into the Collection Account, FCAM shall hold such Gross Receipts in trust for the benefit of the other Parties and to be applied solely in accordance with the terms of this Agreement;
- 2.3 provided FCAM has been given a copy of the relevant completed Distribution Agreement(s), monitor the dates upon which payments of Gross Receipts fall due to be paid to the Collection Account and if payments thereunder are not received, FCAM may be requested by any of the Parties to request payment of the same from the relevant Distributor;

- 2.4 use reasonable commercial efforts to ensure the Collected Gross Receipts earn interest at the most favourable rate available at the CA Bank or wherever the Collection Account may be held for similar accounts and amounts as agreed among the Parties;
- 2.5 advise all Parties upon request of any of the Parties if payments of Gross Receipts due under the said Distribution Agreement have not been received;
- 2.6 convert Collected Gross Receipts received in a currency other than the Accounting Currency into the Accounting Currency at the exchange rate prevailing on the day of such conversion (being the date on which such Collected Gross Receipts are received into the Collection Account) and keep a record of such rate;
- 2.7 calculate and distribute the amount of Collected Gross Receipts payable to each Beneficiary and pay and distribute Collected Gross Receipts to all Beneficiaries in the manner, amounts and order set out in Schedules 5 and 6;
- 2.8 on written request provide any Party with copies of statements and/or accounts received by FCAM from the Sales Agent, or Distributors and it is hereby confirmed that the Producer, and the Guilds request to be provided with copies of such statements and/or accounts;
- 2.9 pay out Entitlements in the Accounting Currency, unless otherwise specified in this Agreement or if FCAM is timely notified otherwise by a relevant Party. In case FCAM is instructed to pay out any Entitlement in another currency than the Accounting Currency, the Entitlement will be converted into the requested currency, at the exchange rate prevailing at the time of such conversion and the Collection Account shall be debited with the counter-value in the Accounting Currency at the expense of the requesting Party. For the avoidance of doubt, Entitlements which are being paid in full or in part in a currency which is not the Accounting Currency, shall be reported in Statements as being the sums of amounts (in the Accounting Currency) actually debited from the Collection Account;
- 2.10 FCAM and FCustody hereby make the following representations and warranties:
- 2.10.1 FCAM and FCustody are organisations duly organised, validly existing and in good standing under the laws of the Netherlands and have all requisite

corporate power and authority to enter into this Agreement and to carry out the terms hereof;

2.10.2 all corporate and other actions and proceedings required to be taken to authorise the execution, delivery, and consummation of this Agreement by FCAM and FCustody have been or will be taken;

2.10.3 FCAM and FCustody have the absolute right to enter into, to execute and deliver this Agreement, and to perform their obligations hereunder;

2.10.4 this Agreement constitutes valid and binding obligations of FCAM and FCustody enforceable in accordance with its terms;

2.10.5 FCAM and FCustody do not require the consent or approval of any other Person to enter into and perform this Agreement;

2.10.6 the execution and delivery of this Agreement is not, and the performance of this Agreement will not, constitute or result in: (a) a breach or violation of any provisions of the articles of incorporation, bylaws or minutes of FCAM and FCustody or any amendment thereto; (b) a material breach of any of the material terms, conditions or provisions of any agreement, instrument, understanding, indenture, mortgage, deed of trust, credit arrangement, note, evidence of indebtedness or other document to which FCAM and FCustody are a party or by which they or their properties are bound; (c) to the best of FCAM's and FCustody's knowledge, following due inquiry, a violation of any statute, decree, judgment, rule, regulation or writ or other order of any court of federal, state, county, municipal, regulatory or governmental authority, board, body or agency; or (d) to the best of FCAM's and FCustody's knowledge, an act of bankruptcy, preference, insolvency, or fraudulent conveyance under any bankruptcy act or other law for the protection of debtors and/or creditors in any applicable jurisdiction;

2.10.7 FCAM and FCustody shall not change their business or organizational objectives during the term of this Agreement without first providing sixty (60) days written notice to the Parties to this Agreement;

2.10.8 neither FCAM nor FCustody have charged, pledged or otherwise encumbered their respective undertakings or assets (including the Collection Account or the monies standing to the credit of the Collection Account and their respective rights and benefits under this Agreement), by any lien, attachment, pledge, charge or any similar legal instrument;

2.10.9 neither FCAM nor FCustody has or shall encumber or mortgage the Collection Account or the monies standing to the credit of the Collection Account or any of the Collected Gross Receipts; and

2.10.10 there are no threatened or actual claims, causes of action or disputes which would in any way affect FCAM's and FCustody's ability to fulfill all of their obligations under this Agreement.

3. Distribution of Collected Gross Receipts

3.1 FCAM shall commence distribution of Collected Gross Receipts from the Collection Account from the last date of the month during which Gross Receipts are first credited to the Collection Account and then monthly thereafter for the first 18 months and quarterly thereafter for the next 18 months. Thereafter, FCAM shall distribute Collected Gross Receipts from the Collection Account on a semi-annual basis. Notwithstanding the foregoing, in the event the Guilds request an interim Statement in accordance with the Producer's and the PSC's reporting obligations per the applicable Basic Agreement, such expense shall be borne by the Producer;

3.2 FCAM shall not be obliged to prepare Statements to the Parties and make disbursements from the Collection Account unless at least one Beneficiary is entitled to be paid more than USD500 and to remit Entitlements to any Beneficiary unless such Beneficiary is entitled to be paid not less than USD500 PROVIDED THAT in any event FCAM shall remit all Entitlements to any Beneficiary on a semi-annual basis regardless of amounts;

3.3 This Agreement and all receipts, allocations and payments of Collected Gross Receipts hereunder by FCAM shall be subject to the requirements of all applicable present and future laws, regulations or directives including any and all withholding taxes or other taxes or duties, levies, fees or charges imposed by any international,

national, multi-national, federal, state, local or other governmental or quasi-governmental authority and the provisions of this Agreement shall be curtailed and limited to the extent necessary to comply with such requirements and FCAM has no obligation to make any payment to a Beneficiary if such payment may be unlawful in any way. FCAM has the right to request and require any Beneficiary to provide FCAM with any Distribution Agreement, any completed and executed tax documents, any tax forms, certifications, supporting materials including any licenses, any underlying agreements regarding the Film, including but not limited to any agreements for the provision of services, financing, and any other items reasonably requested by FCAM. The Parties agree that FCAM has the right to make any legally required tax withholding(s) and any other legally required deductions or retentions from any sums payable to any Beneficiary and may without any liability to any Party (or alternatively create a reasonable reserve from Collected Gross Receipts to) make any deposits, payment or other transfer of any such sums to any governmental or quasi-governmental authority;

- 3.4 Notwithstanding the foregoing, Producer Payroll Taxes due and owing in connection with the payment of Residuals as advised to FCAM by the Payroll House shall be paid out of Collected Gross Receipts consistent with Schedules 5 and 6;
- 3.5 FCAM shall not be obliged to make any payment out of Collected Gross Receipts if the making of such payment would constitute a breach of any court order or would otherwise be unlawful, provided that, FCAM shall take all reasonable steps in order to find alternative solutions which may enable FCAM to resume making payments to the Beneficiaries as provided for hereunder and that FCAM supplies written evidence to the Parties of such court order or legal notice explaining such unlawful activity. FCAM shall continue to disburse all Collected Gross Receipts that do not breach any court order or are not otherwise illegal; and
- 3.6 Notwithstanding anything to the contrary in this Agreement, in the event the Completion Guarantor makes payments of all amounts payable to the beneficiaries under the Completion Guarantee(s) (Senior Lender, Lender and Tax Credit Financier, referred to hereafter as the “**Completion Guarantee Beneficiaries**”) pursuant to the terms and conditions of the Completion Guarantees as a result of failure of Producer to Complete and deliver the Film as set forth in the Completion Guarantees (“**Delivery Failure Event Payment**”), such payment(s), if applicable, shall be notified by the

Completion Guarantor to FCAM with a simultaneous copy to all other Parties, and the Parties hereby acknowledge and agree that any Entitlements otherwise payable pursuant to Schedule 5 to the Completion Guarantee Beneficiaries, shall instead be payable to the Completion Guarantor from the time that FCAM receives notice of the Delivery Failure Event Payment until the Delivery Failure Event Payment has been repaid to the Completion Guarantor in full, it being acknowledged and agreed by the Parties that any such payments to the Completion Guarantor shall constitute payment in full to the Completion Guarantee Beneficiaries under this Agreement.

4. Accounting

- 4.1 For the first eighteen (18) months after the last date of the month during which Gross Receipts are first credited to the Collection Account, in respect of each calendar month during which Gross Receipts are credited to the Collection Account, FCAM shall provide the Parties with a Statement within twenty (20) Business Days of the end of each calendar month to which it relates;
- 4.2 From the nineteenth (19th) month after the last date of the month during which Gross Receipts are first credited to the Collection Account for a period of 18 months, FCAM shall provide the Parties with a Statement on a quarterly basis, within twenty (20) Business Days of the end of each quarter to which it relates;
- 4.3 Thereafter, until termination of this Agreement, FCAM shall provide the Parties with Statements on a semi-annual basis within twenty (20) Business Days of the end of each semi-annual period;
- 4.4 The content as well as the form of the first draft Statement only is subject to the approval by all Parties, which approval shall be deemed given unless FCAM has received a written notification to the contrary (which notification is to be sent by email) from one or more of the Parties within five (5) Business Days after receipt of such draft Statement. In the event any of the Parties disapproves the content and/or the form of the first Statement, FCAM shall as soon as reasonably possible re-issue the first draft Statement to all Parties. Then, as of the moment the first draft Statement has been re-issued by FCAM, the approval by all Parties of the draft first Statement shall be deemed given unless FCAM has received a written notification to the contrary from one or more of the Parties within five (5) Business Days after receipt of such draft Statement. If any

of the Parties continues to dispute the content of the first Statement, the disputed Entitlements shall be considered Reasonable Doubtful Entitlements (as defined in Clause 6.3 of this Agreement) and shall be retained in the Collection Account by FCAM until the dispute has been resolved. For the avoidance of doubt, FCAM shall continue to allocate and disburse the Entitlements that are not in dispute in accordance with Schedule 5. In any event, all Parties jointly have the right to approve the first draft Statement before the deadlines set out above;

- 4.5 Notwithstanding anything to the contrary in this Agreement, FCAM shall accompany each Statement to the Guilds with either (1) a copy of the applicable Distribution Agreement, (2) a copy of each Distributor's Report based upon which Residuals are then due and payable, or (3) a cover sheet stating the name of each Distributor from whom monies were received, the date of receipt and amount thereof and the territories to which said monies pertain, to the extent such information is available to FCAM. Nothing in this Agreement shall be deemed to constitute a waiver of the Producer's and the PSC's reporting and payment obligations to the Guilds with respect to Residuals pursuant to the relevant sections of the applicable Basic Agreements;
- 4.6 FCAM will pay the Entitlements by wire transfer simultaneously with or within five (5) Business Days from the issuance of a Statement. FCAM may only distribute to itself that part of Collected Gross Receipts due to it under Item 1 of Schedule 5 at the same time as disbursing to Beneficiaries distributions for Entitlements as required by this Clause 4.6;
- 4.7 FCAM shall at all times keep at its principal place of business as reflected on the front page of this Agreement (which location shall not be changed without prior written notice to each Party) complete and accurate books of account and records relating to all monies received in and paid from the Collection Account;
- 4.8 Any Party hereto shall have the right on giving prior reasonable notice no more than once in any twelve (12) month period to audit the books and accounts of FCAM in relation to the Film at its office, using its own auditors, and such audit shall be at the expense of the requesting Party unless (i) requested by any of the Guilds consistent with the Basic Agreements, in which case the audit will be at the expense of the Producer, except as provided in part (ii) of this Clause; or (ii) such audit reveals an error of the greater of five percent (5%) or USD5,000 against the interests of the

requesting Party, in which case FCAM shall pay the reasonable costs of such audit which costs shall not form part of the FCAM Expenses for the purposes of this Agreement and FCAM shall make good any underpayments revealed by way of the audit from existing and future Collected Gross Receipts after payment of Residuals, or within a period of three (3) months from the date of such error, from its own resources if there are insufficient Collected Gross Receipts. This right of audit shall continue for a period of three (3) years following the expiration or termination of this Agreement. Nothing herein shall affect the Guilds' right to audit the Producer, the PSC and the Distributors, or their successors in interest;

- 4.9 Provided FCAM distributes Collected Gross Receipts in accordance with the terms of this Agreement, no liability shall attach to FCAM on account of its application of any sums received by FCAM under this Agreement or for any other obligations on the part of FCAM under this Agreement save as provided for by Clause 4.8 above or in the event of fraud, material breach, gross negligence or wilful misconduct on the part of FCAM. FCAM will make good any underpayments on its part provided that a claim has been lodged in writing with FCAM within 20 Business Days after the date of payment to which such claim relates. Notwithstanding the above but without prejudice to Clause 4.8, if an erroneous payment (i.e., a payment that is not in accordance with the Statement as provided to the Parties for the relevant Accounting Period) is discovered after the aforementioned 20 Business Days period has elapsed, FCAM shall apply existing and future Collected Gross Receipts (if any) to correct any underpayment suffered or overpayment received by any Party as a result of such erroneous payment in accordance with Clause 5.3 below. The Parties (excluding the Guilds) hereby agree and acknowledge that, in the event that existing and future Collected Gross Receipts are insufficient to correct any underpayment, subject to Clause 4.8, any underpaid Party's recourse shall be against the overpaid Party or Parties and not (in the absence of any fraud, material breach, gross negligence or wilful misconduct on the part of FCAM) against FCAM unless it is FCAM that has received such overpayment. Notwithstanding anything to the contrary in this Agreement, to the extent such claim is made by the Guilds or due to fraud, material breach, gross negligence or wilful misconduct on the part of FCAM, the twenty (20) Business Days period shall not apply; and

- 4.10 Notwithstanding the foregoing, FCAM shall indemnify, defend and hold harmless the Party(ies) with respect to any liability, loss, damage, cost or expense, including

reasonable outside (legal) counsel's fees, reasonable (legal) counsel's costs or court or arbitration costs (but excluding consequential damages and loss profits), arising directly from material breach, gross negligence or wilful misconduct on the part of FCAM; provided, however, FCAM's foregoing agreement to indemnify, defend and hold harmless the Party(ies) applies so long as such liabilities, losses, damages, costs or expenses were not caused by the other Party's(ies') material breach, misconduct or gross negligence.

5. Obligations of the Parties

Each of the Parties agrees severally and for itself with FCAM, FCustody and with the other Parties:

- 5.1 that they will not during the term of this Agreement authorize or permit any third party to collect or administer Gross Receipts (other than as Intermediate Licensor) nor will any Party interfere with, frustrate or take any action contrary to the terms of this Agreement without prejudice to any Party's respective rights and remedies (at law or in equity) as a secured party in connection with the Film;
- 5.2 The Sales Agent, or the Producer shall provide FCAM promptly with copies of all Distribution Agreements—and each of the other Parties shall provide FCAM with all other relevant agreements, notices of assignment, separately executed Irrevocable Instructions or other information FCAM may reasonably request in order to perform its obligations under this Agreement. Any information provided after the deadline specified in Clause 4.6 shall be taken into account for the preparation of the Statement for the subsequent Accounting Period;
- 5.3 that if any Beneficiary (excluding the Guilds) receives a disbursement of Collected Gross Receipts hereunder in excess of its Entitlement or if withholding tax on Gross Receipts has to be refunded, the relevant Beneficiary, if also a Party, shall immediately repay such amount into the Collection Account and all Parties shall cause any Beneficiary not being a Party to perform the same. If any such sum is not repaid by the relevant Beneficiary within five (5) Business Days of written notification by FCAM, FCAM shall not be obliged to make any further payments to such Beneficiary until the amount due has been either deducted from the next Entitlement (if any) of the Beneficiary concerned or repaid in full plus interest (calculated from the date of receipt

of such excess or request to refund withholding tax) at the rate of US Prime (as reported in the *Wall Street Journal*) plus 1% p.a. If feasible, with respect to overpayments made to a Guild or the Guilds, after written notice to the Guilds, FCAM will make an adjustment on the next distribution to such Guild or the Guilds to address the amount of the overpayment. In no event, however, will a Guild be required to return Residual payments that have already been paid to or on behalf of a Guild-Represented Employee;

- 5.4 that FCAM shall not be required to incur any third party, out of pocket expense under this Agreement on its account other than the expense of performing its obligations hereunder, nor to make any payment to any Beneficiary save from Collected Gross Receipts, except as stipulated in Clause 4.8 or to the extent such expense arises out of any material breach of this Agreement by FCAM or fraud, gross negligence or wilful misconduct on the part of FCAM;
- 5.5 to the extent within such Party's possession and control, to provide FCAM prior to the Delivery Date with the following information and such further information as FCAM may require in order to discharge its obligations under this Agreement:
 - 5.5.1 names and addresses of all Beneficiaries as well as W-8 and W-9 tax forms, if applicable, to be arranged by the Producer unless supplied by the relevant Beneficiary;
 - 5.5.2 fees, commissions and incurred expenses of the Sales Agent and/or the Producer;
 - 5.5.3 procedure for approval of the Sales Agent's expenses and of the expenses payable to any other Person; and
 - 5.5.4 names and addresses of all Persons entitled to Residuals with details of the amounts to be paid, subject to the provisions of Schedule 6;
- 5.6 that excluding the Guilds, WME and FCustody, the Parties shall indemnify FCAM (to the extent of and pro rata to their respective Entitlements) and agree to hold FCAM safe, harmless, defended and indemnified against any third party liabilities, losses, damages, costs or expenses (including reasonable, outside legal fees and costs and

arbitration fees and costs, but excluding lost profits and consequential damages) by reason of any claim, action or proceeding arising out of or in connection with FCAM's acceptance of or performance under this Agreement (including third party claims and the reasonable costs of any outside legal advice taken by FCAM pursuant to Clause 7) except for cases of fraud, material breach, gross negligence or wilful misconduct on the part of FCAM. In no event will FCAM withhold payment due to a Party because another Party has failed to make a payment to FCAM under this provision;

- 5.7 that the Parties shall not put any lien, charge or any similar legal instrument over the Collection Account or the Collected Gross Receipts or any other monies standing to the credit of the Collection Account, except for the security interest pursuant to Clause 5.8, any security interests granted to the Guilds; and any security interests acknowledged by all Parties and identified in this Agreement;
- 5.8 to the extent for whatever reason that the trust created by this Agreement in favour of the Beneficiaries is ineffective or otherwise held to be invalid with the result that FCAM and/or FCustody is deemed beneficially entitled in any way to the monies standing to the credit of the Collection Account then each of the Parties is hereby granted by FCAM and FCustody a security interest, subject and subordinate to the security interests granted to the Guilds, over the Collection Account and the Collected Gross Receipts held therein from time to time, solely to the extent of its Entitlement thereto and solely to secure such Party's right to receive its Entitlement pursuant to the terms hereof;
- 5.9 neither FCAM nor FCustody has any interest in the funds from time to time standing to the credit of the Collection Account (save for FCAM's right to FCAM's Remuneration and the FCAM Expenses) and neither shall exercise any right of set-off, counterclaim, defense, cross collateralization or anything analogous thereto against such funds. As a result of the trust created by FCustody in favour of the Beneficiaries over the Collection Account and all monies standing to the credit of the Collection Account from time to time, the Collected Gross Receipts (together with any interest earned thereon) shall be deemed to be the property of the Beneficiaries in accordance with their respective Entitlements from time to time and FCAM shall hold all funds from time to time standing to the credit of the Collection Account on trust for the Beneficiaries in accordance with their respective Entitlements from time to time. It is understood and agreed that funds are not the property of FCAM or FCustody nor subject to any liquidation, bankruptcy, restructuring or similar proceeding or any action of FCAM or

FCustody or their owners, successors, employees, representatives or designees not authorized hereunder; and

- 5.10 All Parties represent and warrant that no accounts into which Gross Receipts are deposited shall be governed by a deposit account control agreement.

6. General

- 6.1 In the performance of its duties and exercise of its powers under this Agreement, FCAM will be entitled to rely upon any document reasonably believed by FCAM to be genuine and to have been sent or signed by the Person by whom it purports to have been sent or signed and the opinion and statements of any professional advisor selected by FCAM in connection herewith and shall not be liable to any Party for any consequence of any such reliance or related assumption and/or action absent gross negligence, material breach, and/or wilful misconduct. FCAM shall promptly provide to the Parties copies of any such documents to the extent it relates to the disbursement of Collected Gross Receipts or the performance of FCAM's duties under this Agreement;
- 6.2 FCAM and FCustody shall have no duties or obligations pursuant to this Agreement save as expressly set forth herein which includes, but is not limited to, a fiduciary duty to act with reasonable care taking into account the interests of the Beneficiaries in the performance of their obligations hereunder and in good faith at all times;
- 6.3 In the event that FCAM is in reasonable doubt about or unable to carry out the allocation, accounting or payment of Entitlement(s), or conflicting demands are made, or conflicting instructions or information are given from any Parties, FCAM may retain such Entitlements (the "**Reasonable Doubt Entitlements**") in the Collection Account and FCAM shall not be obliged to make any further payments as regards to the amount(s) of the Reasonable Doubt Entitlements to the Beneficiary(ies), until such uncertainty has been resolved. FCAM shall immediately notify the Parties upon the occurrence of such event as well as the details of such Reasonable Doubt Entitlements, including what information it requires. If such information or consistent instructions are not provided within thirty (30) calendar days after the Beneficiaries' receipt of such written notification, then except for Residuals (in the case of Residuals, the Payroll House shall make the calculations in consultation with the applicable Guild),

FCAM shall make the calculations in its best reasonable judgment, and distributions of Entitlements, in accordance therewith, to the Beneficiaries for which information is not lacking, subject to FCAM maintaining a reserve for Entitlements otherwise due to the Beneficiaries for which information is lacking, and the applicable Parties shall proceed to Arbitration pursuant to Clause 8. In absence of material breach (and for the avoidance of doubt, any decision or action performed in accordance with this Clause 6.3 shall not be deemed a material breach), gross negligence or wilful misconduct, FCAM has no liability in respect of any decision taken and executed. For the avoidance of doubt, notice of, or the fact of, a bankruptcy, administration or other insolvency proceeding of one Party or Beneficiary, shall not create reasonable doubt as to the allocation, accounting or payment of Entitlement to other Party(ies) or Beneficiary(ies);

- 6.4 If FCAM is unable for reasons outside its control to carry out any of the provisions hereof, FCAM shall notify the Parties in writing of the same and the specific reasons therefor as soon as reasonably practicable and FCAM shall incur no liability as a consequence thereof for so long as the relevant situation continues and during such period FCAM shall have no responsibility for its inability to carry out or perform the relevant provisions hereof provided that FCAM shall promptly notify the Parties in writing of any such event and provide sufficient details about such event. In such event, FCAM shall hold any Entitlement which it is unable to make payment on until such time that payment may be released to the applicable Beneficiary(ies). However, the foregoing does not prejudice the right of the Parties to terminate this Agreement in accordance with Clause 9 hereof;
- 6.5 If FCAM is unable at any time to make payments out of Collected Gross Receipts by reason of the failure of the Parties (or Beneficiaries) to provide any information required by FCAM, FCAM shall notify the Parties (or Beneficiaries) of the same in writing as soon as is reasonably practical and shall not be obliged to make any further payments to any Beneficiary until such time as any Party (or Beneficiary) hereto shall have provided sufficient information to FCAM in order to make such payments provided that FCAM shall promptly make written request for such information from such Party or Beneficiary. In the event that the failure of providing information to FCAM only affects the Entitlements of certain Beneficiaries, FCAM shall pay any other Entitlement to any other Beneficiary in accordance with Schedules 5 and 6;

6.6 FCAM shall have no obligation to protect the copyright or any similar rights in or to the Film in any part of the world whether by registration or otherwise;

6.7 Notwithstanding anything to the contrary of the provisions contained in Clause 6.11, if claims conflicting with the interpretation of the terms of this Agreement are notified in writing to FCAM by any Party relating to the Collection Account or the Collected Gross Receipts, or if any third party should assert claims in respect thereof, FCAM shall be entitled, at FCAM's reasonable discretion and after notifying the Parties hereto in writing of such claims, to:

6.7.1 notwithstanding any other provision herein contained, issue a written notice to all Parties and suspend the disbursement of the affected portion of Collected Gross Receipts without liability to any Party until any conflict is in the reasonable opinion of FCAM resolved, provided that FCAM has notified all Parties of such suspension; and/or

6.7.2 invoke the arbitration procedure referred to in Clause 8 hereof;

Notwithstanding anything to the contrary in this Clause 6.7, FCAM shall not suspend distribution of Collected Gross Receipts to the Guilds and the Residuals Set-Aside in accordance with Schedules 5 and 6 or, in the event that the conflicting claims only affect some of the Entitlements, FCAM shall pay any other Entitlements to any other Beneficiary unaffected by such conflict in accordance with Schedule 5 hereto;

6.8 Provided that FCAM is not in breach of any of its obligations hereunder, FCAM shall not be obliged to take any action under this Agreement which may in FCAM's reasonable opinion involve any expense or liability on FCAM's part other than those expenses which are incidental to FCAM's or FCustody's compliance with their obligations under Clause 2, 3 or 5 of this Agreement unless FCAM shall have first been furnished with an indemnity from the Parties (except the Guilds and WME) in a form acceptable to FCAM. Any expense incurred by FCAM pursuant to this Clause 6.8 shall be deemed FCAM Expenses for the purposes of this Agreement provided that such expenses shall not be paid before Residuals are paid to the Guilds;

6.9 FCAM shall be entitled without liability to engage in its normal and customary business with any Beneficiary or any affiliate or associate of any Beneficiary provided that

nothing in this Clause shall affect the right of the Beneficiaries to receive their Entitlements;

- 6.10 If any act or payment by FCAM is subject to the approval of one or more of the Parties, and such approval or an explicit objection has not been received in writing by FCAM within 7 Business Days after receipt of a request for the same in writing, such Party shall be deemed to have given its approval to the relevant act or payment and FCAM shall be entitled to perform the relevant act, make the relevant payment or otherwise act in accordance with the terms and conditions of this Agreement;
- 6.11 This Agreement shall be deemed to be the principal document relating to the distribution of the Collected Gross Receipts;
- 6.12 In the event of any conflict between the provisions of this Agreement and the provisions of any other document relating to the Film with respect to the collection of Gross Receipts and the disbursement of Collected Gross Receipts and the respective Parties' Entitlements, the provisions of this Agreement shall prevail, except in the event that FCAM shall encounter any conflict between the provisions of this Agreement and the Basic Agreements with respect to the calculation or payment of Residuals, the applicable Basic Agreements shall prevail (except not over Schedule 6) unless the Guilds agree otherwise in a separate writing, and all rights and remedies under applicable labor law and the Basic Agreements are expressly reserved and concurrently available to the Guilds. The Parties expressly agree that nothing in this Agreement shall be deemed a waiver of Producer's or PSC's obligations with respect to reporting and payment of Residuals as required under the Basic Agreements or enforced through any grievance and arbitration proceeding with the Guilds in accordance with Clause 8.7 below;
- 6.13 So long as FCAM and FCustody are not in material breach hereof, the Producer shall use its reasonable endeavours to accord the following credit on all copies of the Film in the form "World revenues collected and distributed by Freeway CAM B.V."; provided that, any failure to provide FCAM with such credit will not be a breach hereof and will not entitle FCAM to bring any action whether by way of injunctive or other similar equitable relief or in contract or damages and FCAM hereby expressly waives its right to bring any such action;

- 6.14 The Parties agree with each of the others that the terms of this Agreement are confidential to the Parties and shall not be disclosed to any third party, save that any Party shall be entitled to reveal such terms to its professional advisors, any assignee and its respective professional advisors, any governmental or regulatory authority and as required by law or judicial proceeding, to any Beneficiary in relation to matters which affect such Beneficiary, and to the Guild-Represented Employees in relation to matters which affect such Guild-Represented Employees;
- 6.15 The Parties hereto agree and declare that the provisions of the United Kingdom Contracts (Rights of Third Parties) Act 1999 (or any similar provision in any other relevant jurisdiction) shall not apply to this Agreement and that no term or condition of this Agreement shall confer or be construed as conferring any right on any third party;
- 6.16 The clause and paragraph headings in this Agreement are provided for convenience only and shall not affect the construction, interpretation or effect of this Agreement;
- 6.17 The Sales Agent shall provide FCAM with one DVD and one poster of the Film as soon as these become commercially available in the United States; provided that, any failure to provide FCAM with such materials will not be a breach hereof and will not entitle FCAM to bring any action whether by way of injunctive or other similar equitable relief or in contract or damages and FCAM hereby expressly waives its right to bring any such action;
- 6.18 Nothing herein shall constitute a partnership or joint venture between the Parties hereto or any two or more of them;
- 6.19 FCAM may not assign or delegate any of its rights or obligations under this Agreement without the prior written approval of all of the other Parties. Any Beneficiary may assign, or designate any other Person(s) to receive, such Beneficiary's Entitlements hereunder at any time by providing FCAM with written notice thereof and an instruction to pay such assignee(s) or designee(s);
- 6.20 If FCAM may or is to receive a joint notification from two or more of the Parties hereto and one or more of such Parties has gone into administration, receivership, liquidation or any applicable or equivalent process in such Party's particular jurisdiction ("**Bankrupt Party**"), the notification may be done by the other Party or Parties who are

to notify FCAM (but not the Bankrupt Party), to the extent this is permitted by the applicable law of the Bankrupt Party, otherwise, if a Party must be represented by a liquidator, administrator, receiver or other external administrator appointed to that Party's assets or business (jointly "**Administrator**"), the Administrator is entitled to represent the Bankrupt Party and give joint instructions and reply on behalf of the Bankrupt Party. However, if such Administrator does not reply on behalf of the Bankrupt Party within ten (10) Business Days (or if known to the Parties, within the deadline applicable to the proceedings of the Administrator under relevant legislation) after a written request for a notification (such time being specified in the notice to the Administrator) then FCAM shall send a second written request to the Administrator. If the Administrator does not reply on behalf of the Bankrupt Party within a further ten (10) Business Days (or if known to the Parties, within the deadline applicable to the proceedings of the Administrator under relevant legislation) after such second written request (such time being specified in such second notice to the Administrator) then, subject to applicable bankruptcy law, the Administrator's failure to respond within the requisite time period will mean "deemed acceptance" and the other Parties may, but shall not be obligated to, proceed without the Administrator's involvement in relation to that specific issue only;

- 6.21 This Agreement may be amended only by written agreement executed by all Parties; and
- 6.22 Each Party in relation to itself, as well as the Party representing a given Beneficiary (as stipulated in Schedule 4) shall ensure that the data provided in relation to such Party and/or Beneficiary is correct and up-to-date and that the applicable Party is allowed to share such data under applicable law. Parties acknowledge and agree that the services provided by FCAM and FCustody involve the processing of personal data and that FCAM and FCustody will be acting as processor and the Parties will be acting as controller of such personal data. Such processing is subject to the personal data protection policy of Freeway Entertainment Group which is published on <https://www.freeway-entertainment.com/privacy-notice> the provisions of which are incorporated by reference into this Agreement. This clause including the reference shall qualify as a data processing agreement within the meaning of applicable law.

7. Legal Advice

- 7.1 FCAM may at any time and in its reasonable discretion (with the written approval of each of the Parties providing an indemnity or an agreement to pay) seek independent legal advice with regard to any non-payment of Gross Receipts by any Distributor or Party, or to any other matter relating to or affecting the performance of FCAM's duties or powers set out in this Agreement and each Party hereby undertakes to assist FCAM to obtain as fully informed and accurate legal advice as possible by:
- 7.1.1 providing FCAM with copies of any relevant document in the possession of that Party unless the provision of such document would cause the Party to breach an obligation of confidentiality;
 - 7.1.2 taking all reasonable steps to procure that copies of any relevant documents that have been but are no longer in that Party's possession are provided to FCAM; and
 - 7.1.3 informing FCAM of any relevant information in the knowledge of that Party or (if appropriate) in the knowledge of its officers servants and/or agents;
- 7.2 FCAM shall provide to each of the Parties a copy of any legal advice so obtained;
- 7.3 The Parties (excluding the Guilds, WME and FCustody) (but only to the extent of and pro rata to their respective Entitlements) indemnify FCAM against all actual, reasonable, third party verifiable costs charges and expenses connected with or directly arising out of obtaining any such pre-approved legal advice and such pre-approved costs charges and expenses shall be deemed to be FCAM Expenses for which FCAM is entitled to be reimbursed in accordance with Schedule 5 after funding the Residuals Set-Aside. If at any time FCAM shall determine that the amount of Collected Gross Receipts then standing credited to the Collection Account is not sufficient to discharge such costs charges and expenses as are to be or have been incurred by FCAM the Parties (excluding FCustody, WME and the Guilds) shall forthwith pay to FCAM the amount of any such shortfall or the estimated amount thereof and shall be (but only to the extent of and pro rata to their respective Entitlements) responsible therefore. In no event will FCAM withhold payment due to a

Party because another Party has failed to make a payment to FCAM under this provision; and

- 7.4 Any sums paid by the Parties to FCAM pursuant to Clause 7.3 shall (notwithstanding the provisions of Schedule 5) be repaid to the Parties in first position out of Collected Gross Receipts subject to and following the funding of the Residuals Set Aside in accordance with Schedules 5 and 6.

8. Arbitration

- 8.1 Subject to Clause 8.7 and excluding the Guilds, should any dispute arise between any two or more of the Parties with respect to this Agreement, the dispute shall be resolved by binding, final and exclusive arbitration in the Forum under the rules then in force for the IFTA subject to the provisions of this Clause 8;
- 8.2 FCAM shall provide the Parties with a written notice summarizing the dispute and the relevant Parties shall within ten (10) Business Days after such notification mutually appoint at their own expense a single IFTA approved arbitrator. If the Parties fail to agree upon the appointment of an arbitrator within such period, the arbitral agent of IFTA will then appoint an arbitrator or as soon as possible after such application. The Parties shall provide the arbitrator with all non-privileged relevant information and documentation within thirty (30) days of the appointment and the arbitration shall commence at a location in the Forum as expeditiously as possible and in any event within thirty (30) Business Days after the appointment of the arbitrator;
- 8.3 After a decision by the arbitrator, the Parties shall forthwith comply with that decision in accordance with the terms thereof. Subject to Clause 8.7, to the extent the award instructs payment from Collected Gross Receipts, such payment shall occur after funding the Residuals Set-Aside;
- 8.4 All reasonable third party out-of-pocket costs, charges and expenses actually incurred by FCAM in relation to the resolution of the dispute, and subject to fully funding the Residuals Set-Aside, shall be deemed FCAM Expenses, provided that if FCAM itself is a party to the arbitration proceedings, the payment of any costs incurred by FCAM shall be subject to any award of costs made by the arbitrator. All reasonable third party

out-of-pocket costs, charges and expenses actually incurred by any other Party who is a party to the arbitration shall be subject to any award of costs made by the arbitrator;

- 8.5 Upon conclusion of the arbitration proceedings, the arbitrator shall immediately render and issue a written decision. Each of the Parties (excluding the Guilds) hereto submits to the non-exclusive personal jurisdiction of the courts of the state and county of the Forum, as an appropriate place for compelling an arbitration or giving legal confirmation of the arbitration award and irrevocably waives any objection which it may now or hereafter have to the venue of any such enforcement proceeding brought in any said courts and any claim of inconvenient forum. Each of the Parties (excluding the Guilds) hereto agrees to accept service of process for any judicial or other proceedings in the manner provided in Clause 10, hereof and shall be deemed effective as provided therein. Each of the Parties expressly waives application of the procedures of service of process pursuant to the Hague Convention for the Service Board of the Judicial and Extrajudicial Documents in Civil and Commercial Matters;
- 8.6 FCAM shall only be involved as an arbitration party if the dispute being the subject of the arbitration relates to FCAM's performance of its duties under this Agreement. Upon receipt of an arbitration notice, FCAM shall cease to pay any disputed Entitlement until the earlier of either (1) the arbitrator has notified FCAM in writing of its award, (2) the arbitration parties have each provided FCAM with a copy of the arbitrator's award or a joint notification that the arbitration was abandoned, or (3) the arbitration parties provide mutual written instructions to FCAM regarding the disputed Entitlements; and
- 8.7 Notwithstanding anything to the contrary in this Agreement, the Parties agree that any dispute to which a Guild is a party in interest arising under this Agreement shall be submitted to final and binding arbitration in Los Angeles, California, USA in accordance with the arbitration provisions set forth in the Basic Agreement. Each Party further agrees that any legal action or proceeding to execute or otherwise enforce any arbitration award or judgment obtained hereunder by the Guilds against any Party or Beneficiary to this Agreement shall be governed by the laws of the State of California (without regard to its laws in respect of conflict of laws) and brought exclusively in the Federal or State courts located in Los Angeles, California, and by execution and delivery of this Agreement, each Party hereto irrevocably submits to such exclusive jurisdiction and consents to the service of process in any such action or proceeding by personal delivery, first class mail, or any other method permitted by law, and waives

any and all rights to transfer or change of venue of such action or proceeding to any court located outside Los Angeles, California. Notice of any such action or proceeding shall be deemed to have been duly given if made as per Clause 10, below.

9. Termination

- 9.1 FCAM and FCustody may at any time terminate this Agreement at no cost to the Parties upon sixty (60) Business Days written notice to all of the Parties provided that FCAM's and FCustody's notice shall specify the arrangements proposed to be made by FCAM and FCustody to pay Entitlements which, apart from such termination, would then have been payable to Beneficiaries under the provisions hereof and FCAM and FCustody shall give good faith consideration to any representations made to FCAM and FCustody concerning such proposed arrangements as any Beneficiary may provide to FCAM and FCustody within fourteen (14) Business Days thereafter. Unless and until such arrangements proposed to be made by FCAM and FCustody are approved by all of the other Parties and such approval to be considered provided sixty (60) Business Days following FCAM's and FCustody's notice, FCAM and FCustody's termination will not be effective, and FCAM and FCustody shall not be released from any of their obligations herein;
- 9.2 Notwithstanding anything to the contrary herein, if the balance of the Collection Account is not sufficient to cover banking fees and expenses related to the Collection Account for a consecutive period of 12 months, FCAM shall notify the Producer to request the payment of an amount reasonably required to cover banking fees and expenses. If the Producer (or any other Person) fails to pay the aforementioned amount within 20 Business Days, FCAM shall have the right to unilaterally terminate this Agreement and close the Collection Account with immediate effect subject to 20 Business Days notification to all Parties. The amount received for the purpose of covering such banking fees and expenses shall be repaid from the first Collected Gross Receipts to the Party (or other Person) who made the payment after funding the Residuals Set-Aside;
- 9.3 All the Parties (other than FCAM and FCustody) shall have the right to terminate this Agreement by unanimous written notice to FCAM and FCustody at any time subject to FCAM's right to FCAM's Remuneration and FCAM Expenses properly incurred, undisputed and unpaid at that date from Collected Gross Receipts, provided FCAM is not in material breach of its obligations under this Agreement at the relevant time. In

addition, the majority of the Parties (provided the Producer and the Guilds must be part of such majority) shall jointly have the right to terminate this Agreement at any time if FCAM or FCustody is unable to pay its debts as and when they fall due or has a liquidator, receiver or other external administrator appointed to its assets or business or ceases or threatens to cease carrying on its business, by giving to the other Parties not less than one (1) Business Day notice of such termination;

9.4 This Agreement may be terminated by a majority of the Parties (other than FCAM and FCustody) with immediate effect (provided that the Producer and the Guilds must be part of such majority) if (a) FCAM either commits a material breach of the terms of this Agreement which is not remedied within ten (10) Business Days of written notice given by a majority of the Parties (other than FCAM and FCustody), in which the Guilds must be included, or (b) if FCAM shall enter into liquidation (except for the purpose of a scheme for amalgamation or reconstruction) or (c) if any bona fide winding-up petition is issued against FCAM and remains undischarged for a period of twenty eight (28) Business Days;

9.5 Upon termination pursuant to this Clause 9, the majority of the Parties (other than FCAM and FCustody) who elected to so terminate this Agreement shall, within twenty one (21) Business Days after such election is made, select a successor collection account manager and instruct FCAM and FCustody in writing (with a copy to the other Parties) to transfer the administration of Collected Gross Receipts less FCAM's Remuneration and FCAM Expenses (provided FCAM is not at the relevant time in material breach of any of its obligations under this Agreement) up to and including the termination date to a successor collection account manager and FCAM shall administer the Collected Gross Receipts on the same terms as set out herein and FCAM shall cooperate with the Parties and any successor collection account manager in order to facilitate the handover of all information in FCAM's possession relevant to the Film and generally to ensure the efficient transfer of administration of Collected Gross Receipts in accordance with this Agreement. For the avoidance of doubt, the terms of the replacement collection agreement entered into with such successor collection account manager shall incorporate the provisions of Schedules 5 and 6 hereof and all relevant definitions related thereto. The Parties agree that any successor collection account manager shall be a generally accepted service provider in the business of managing collection accounts. In the event of a termination of this Agreement, FCAM is not authorized to close the Collection Account (and all Gross

Receipts shall continue to be paid into the Collection Account and allocated as set forth in accordance with the Schedules attached hereto) until a replacement collection account has been agreed. If such instruction has not been received within the aforementioned period, FCAM may close the Collection Account, provided always that the Collection Account may not be closed until all Collected Gross Receipts have been transferred;

9.6 As from the date of termination pursuant to this paragraph and following transfer of all sums in or standing to the credit of the Collection Account to FCAM's successor account manager and the execution of a replacement collection account management agreement with the Parties and successor collection account manager pursuant to this Clause 9, FCAM and FCustody shall have no further obligation to perform their obligations hereunder and shall be fully released and discharged therefrom, without prejudice to any accrued rights and remedies of the Parties in respect of the period prior to such termination, including without limitation of the foregoing, FCAM's right to be paid FCAM's Remuneration and the FCAM Expenses up to and including the date of termination or the Parties' rights against any of the other Parties, including, without limitation, FCAM, for any actions prior to the date of such termination, save that if FCAM and/or FCustody receive any Gross Receipts at any time after the date of termination they will remit any further monies immediately upon receipt of notification received from CA Bank of such Gross Receipts being credited to the terminated Collection Account, remit the same to the successor collection account manager without any set off or deduction (save for actual and verifiable standard bank transfer charges); and

9.7 It is expressly agreed that any Party who shall have no further obligation under this Agreement and who is not entitled to receive any (further) Entitlement hereunder, shall no longer receive Statements from FCAM or have the right to agree (or disagree as the case may be) on amendments hereto or terminate this Agreement as described in this Clause 9, and such Party's consent shall thereafter no longer be required where its consent is required.

10. Notices

10.1 Any notice required or permitted to be given under this Agreement shall be in writing and sent by hand, first class-recorded or registered letter, or email (excluding Clause

8.7) addressed to the relevant Party at the Party's address, email address given in this Agreement, or such other address as provided by such Party in writing and according to this notice provision. FCAM shall provide copies of any notice received by FCAM from any other Party to this Agreement to all other Parties;

10.2 Any such notice sent by first-class recorded or registered letter shall be deemed to have been received five (5) Business Days after posting; any such notice sent by email shall be deemed to have been received upon the date of transmission from the sender's email system (if by email) provided that no subsequent transmission error is issued by the sender's email system (further provided that if email notice is transmitted on a day other than a Business Day or later than 5:00pm in the recipient's location, such notice shall be deemed given on the next Business Day following confirmed transmission); Any such notice sent by hand shall be deemed to have been received at the time of delivery; and

10.3 For the purposes of this Agreement, notices in email shall be considered to be in writing.

11. Execution

11.1 This Agreement may be executed in any number of counterparts (each of which shall be deemed an original) and all of which, taken together, shall constitute one and the same agreement and any Party may enter into this Agreement by executing a counterpart. A counterpart signature page of this Agreement executed by a Party and sent by facsimile or transmitted electronically in either Tagged Image Format (TIFF) or Portable Document Format (PDF) shall be treated as original fully binding and with full legal force and effect and the Parties waive any rights they may have to object to such treatment; and

11.2 If one or more Parties do not execute this Agreement, it shall nevertheless be in full force and effect as between the Parties that have executed this Agreement provided that this Agreement has been duly executed by at least each of the Executing Parties. This Agreement may not be amended without the prior written consent of the Executing Parties. Any Parties who do not sign this Agreement will be treated as Beneficiaries.

12. Severability

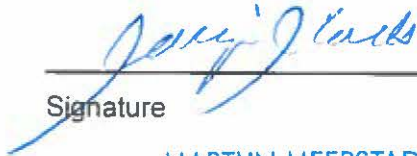
If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law or for any other reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be altered or removed.

13. Governing Law

Subject to Clause 8.7, this Agreement shall be construed and performed in all respects in accordance with and shall be governed by the laws of the State of California, without regard to its conflicts or choice of law rules.

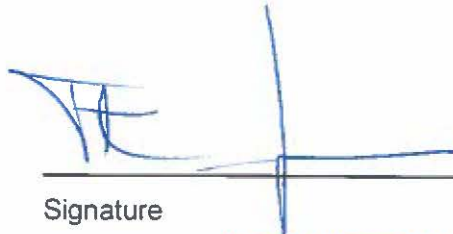
AS WITNESS the hands of the Parties hereto the day and year first above written.

EXECUTED and unconditionally
Delivered as its Agreement by
FREEWAY CAM B.V.



Signature
MARTIJN MEERSTADT
Authorized Signatory

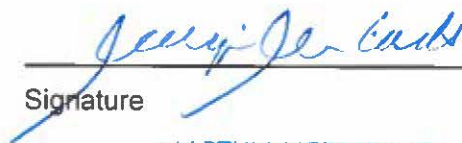
Printed Name



Signature
FLORIAN REITSMA
Authorized Signatory

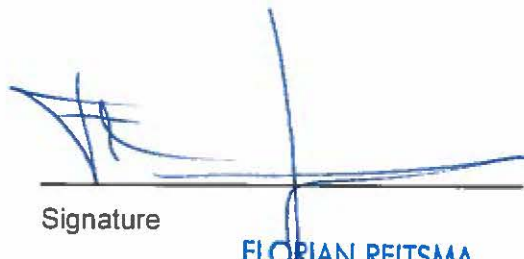
Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
STICHTING FREEWAY CUSTODY



Signature
MARTIJN MEERSTADT
Authorized Signatory

Printed Name



Signature
FLORIAN REITSMA
Authorized Signatory

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
NATIONAL ANTHEM HOLDINGS, LLC

Signature

Printed Name

AS WITNESS the hands of the Parties hereto the day and year first above written.

EXECUTED and unconditionally
Delivered as its Agreement by
FREEWAY CAM B.V.

Signature

Signature

Printed Name

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
STICHTING FREEWAY CUSTODY

Signature

Signature

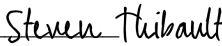
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Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
NATIONAL ANTHEM HOLDINGS, LLC

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Signature

DocuSigned by:


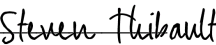
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Aaron Gilbert

Steven
Thibault

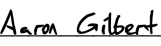
Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
NATIONAL ANTHEM PRODCO, INC.

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Signature	
Aaron Gilbert	Steven Thibault

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
BRON STUDIOS USA, INC.

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Signature	
Aaron Gilbert	Steven Thibault

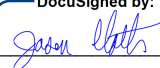
Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
BRON RELEASING USA, INC.

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Signature	
Aaron Gilbert	Steven Thibault

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
CREATIVE WEALTH MEDIA FINANCE CORP

DocuSigned by:

EAE40C0E22E14CD...
Signature

Jason Cloth

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC

Signature

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
FILM FINANCES CANADA LTD.

Signature

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
CREATIVE WEALTH MEDIA FINANCE CORP

Signature

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC


JULIA HARRIS WME - BUSINESS AFFAIRS (Mar 1, 2023 09:30 PST)

Signature

Julia Harris, SVP

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
FILM FINANCES CANADA LTD.

Signature

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by

SCREEN ACTORS GUILD-

AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS



Signature

Robert Kelly

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by

DIRECTORS GUILD OF AMERICA, INC.

Signature

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by

WRITERS GUILD OF AMERICA, WEST, INC. for itself and on behalf of **WRITERS GUILD
OF AMERICA, EAST, INC.**

Signature

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
**SCREEN ACTORS GUILD-
AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**

Signature

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
DIRECTORS GUILD OF AMERICA, INC.

SB for Stephanie Lee

Signature

Sophie Bennett for Stephanie Lee

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
**WRITERS GUILD OF AMERICA, WEST, INC. for itself and on behalf of WRITERS GUILD
OF AMERICA, EAST, INC.**

DocuSigned by:
DT Matias
C7567653BD0C474...
Signature

DT Matias

Printed Name

EXECUTED and unconditionally
delivered as its Agreement by
HERCULES FILM INVESTORS I (US), INC.

DocuSigned by:

DB30630F49974A2...

Signature

JEAN-LUC DE FANTI

Printed Name

EXHIBIT N

PAYOFF LETTER

July 23, 2021

Creative Wealth Media Finance Corp. ("CWMF")
151 Bloor Street West, Suite 700
Toronto, Ontario M5S 1S4
Canada
Attention: Jason Cloth

Comerica Bank ("Comerica")
2000 Avenue of the Stars, 2nd Floor
Los Angeles, California 90067
Attention: Adam J. Korn

Ladies and Gentlemen:

Reference is hereby made to (i) the Loan and Security Agreement, dated as of July 23, 2021 (as further amended, modified, restated or supplemented from time to time, the "CB Loan Agreement"), by and between Kid Unknown Holdings Ltd, a limited company registered in England and Wales under company registration number 12358322, as borrower (the "Company"), and Comerica, as lender; (ii) the Amended and Restated Loan and Security Agreement, dated as of April 14, 2021 and effective as of February 25, 2020, by and among the Company, as borrower, Neon Club Productions, Ltd, a limited company registered in England and Wales under company registration number 12394423 (the "UK PSE") and CWMF, as lender and secured party (the "CWMF Loan Agreement"); (iii) the deed of charge and assignment between the Company, as borrower, and CWMF as lender and secured party dated March 30, 2021 (the "Company Charge"); and (iii) the deed of charge and assignment between the Company, as borrower, and CWMF as lender and secured party dated March 30, 2021 (the "UK PSE Charge" and, collectively with the Company Charge, the "CWMF Charges").

The Company has informed CWMF that the Company intends to obtain financing from Comerica under the CB Loan Agreement for the purpose of, among other things, repaying in full on or about July 23, 2021 all monetary obligations of the Company owing to CWMF under the CWMF Loan Agreement and all other documents related thereto or executed in connection therewith, including, without limitation, the documents listed on Schedule 1 hereto (together with the CWMF Loan Agreement and the CWMF Charges, collectively, the "CWMF Loan Documents") by wire transfer of immediately available funds in accordance with the terms hereof. CWMF hereby agrees that, upon receipt by CWMF of the Payoff Amount (as defined in Schedule 2 hereto) on or before July 23, 2021, in immediately available funds in accordance with the terms hereof:

- (a) the CWMF Charges, the Mortgages and Assignments of Copyright, the Notice of Charge and all other Security Documents set forth in Section 5 of the CWMF Loan Agreement (the "CWMF Security Documents") shall thereupon automatically be released and terminated and be of no further force and effect, and CWMF shall have no obligation to provide any further financial accommodations to or for the benefit

of the Company pursuant to the CWMF Loan Documents; provided, however, that any provisions which by the terms of the CWMF Loan Documents survive termination thereof shall survive and not be deemed to be terminated;

- (b) all indebtedness of the Company for credit extended under the CWMF Loan Documents or arising under any other document shall thereupon automatically be fully paid and discharged (without prejudice to any entitlement of CWMF to the Net Receipts Participation, as defined in the CWMF Loan Agreement); and all liens, security interests and other rights to any and all of the assets, whether real or personal, of the Company and its affiliates and subsidiaries at any time granted to or held by CWMF under the CWMF Security Documents, as security for the indebtedness and other obligations of the Company and its affiliates and subsidiaries under all of the CWMF Loan Documents shall thereupon automatically be absolutely, unconditionally and forever released, satisfied and discharged; and all guaranties granted to or held by CWMF in connection with the CWMF Loan Documents or the obligations of the Company and/or its affiliates or subsidiaries thereunder shall thereupon automatically be absolutely, unconditionally and forever released, satisfied and discharged;
- (c) CWMF will, at the cost and expense of the Company, (i) execute and deliver to the Company all documents and instruments reasonably requested by the Company to further evidence the release and termination of the liens, security interests and other rights in favor of CWMF in and to the assets of the Company and its affiliates and subsidiaries under the CWMF Loan Documents, (ii) deliver to the Company or its designees the original Note (as defined on Schedule 1 hereto) required in connection with the CWMF Loan Agreement and any other original promissory notes, and (iii) take such other actions and deliver such other release and termination statements or documents (including terminations of control agreements) as the Company may reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens; and
- (d) The Company or its agents are authorized to file UCC-3 termination statements for each of the financing statements listed on Exhibit 1 attached hereto and incorporated herein by this reference, and file, record or deliver any such other releases, terminations, reconveyances, reassignments or other similar discharge or assignment documents necessary to evidence the releases and terminations referred to above.

The Company hereby agrees that, upon receipt by CWMF of the Payoff Amount, CWMF shall have no obligation to provide any further financial accommodations to or for the benefit of the Company and/or its affiliates and subsidiaries pursuant to the CWMF Loan Documents; provided, however, that any provisions which by the terms of the CWMF Loan Documents survive termination thereof shall survive and not be deemed to be terminated (including the Net Receipts Participation).

Following the effective date of this letter, CWMF shall promptly comply with the requirements set forth in clause (c) of the immediately-preceding paragraph. The Company is authorized to

deliver a copy of this letter to Comerica and Comerica shall be a third party beneficiary of this letter. This letter shall be governed by and construed in accordance with the laws of the State of California (without regard to the conflict of law provisions thereof) and may be amended only in a writing executed by all of the parties hereto.

The Company shall indemnify, defend and hold Comerica harmless from and against any and all costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of any kind or nature which Comerica may incur or sustain in connection with or arising out of this letter.

This letter may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this letter by facsimile, portable document format (".pdf") or other electronic means of transmission shall be effective as delivery of an original counterpart of this letter.

Payment of the Payoff Amount should be made by wire transfer to:

Beneficiary: Creative Wealth Media Finance Corp.
151 Bloor Street West, Suite 700
Toronto, ON M5S 1S4, Canada
Attention: Jason Cloth

Beneficiary Bank: TD Canada Trust, 2453 Yonge St.,
Toronto, ON, M4P 2H6
Transit Number: 00572
Bank Number: 004
SWIFT Code: TDOMCATTOR
Account Number: 7302102
Reference: "Monkey Man"

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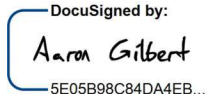
Very truly yours,

Creative Wealth Media Finance Corp.

By  DocuSigned by:
BA600453EA86424...
Name: Jason Cloth
Title: President

The Company hereby acknowledges receipt of the foregoing Payoff Letter and hereby agrees to and accepts the terms thereof.

Kid Unknown Holdings Ltd

By  DocuSigned by:
5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Director

SCHEDULE 1

OTHER CWMF LOAN DOCUMENTS

1. Amended and Restated Promissory Note, dated as of April 14, 2021, executed by Borrower in favor of CWMF in the amount of \$13,250,000 (the “Note”).
2. Power of Attorney, dated as of February 25, 2020, executed by Borrower and UK PSE on behalf of CWMF.
3. Mortgage and Assignment of Copyright executed by Borrower on behalf of CWMF (the “Borrower Mortgage and Assignment of Copyright”).
4. Mortgage and Assignment of Copyright executed by UK PSE on behalf of CWMF (the “UK PSE Mortgage and Assignment of Copyright” and, together with the Borrower Mortgage and Assignment of Copyright, the “Mortgages and Assignments of Copyright”).
5. Notice of Charge over the Production Account (the “Notice of Charge”).

SCHEDULE 2

PAYOFF AMOUNT

As used herein, the term “Payoff Amount” shall mean \$9,932,617.10.

The Payoff Amount assumes that no interim repayments or borrowings will be made after the date of this letter. If that assumption is not correct, the Company should request a new payoff letter.

BORROWING REQUEST NO. 1

TO: Comerica Entertainment Group
Comerica Bank (“Lender”)
Attention: Adam J. Korn
Facsimile No. (310) 552-7998

FROM: Kid Unknown Holdings Ltd (the “Borrower”)

SUBJECT: Loan Agreement between the Borrower and the Lender (the “Loan Agreement”)

DATE: July 27, 2021

This is a Borrowing Request referenced in Section 2.2 of the Loan Agreement. Initially capitalized terms used herein without definition have the meaning ascribed thereto in the Loan Agreement.

The requested Loan is as follows: (a) the amount of the Loan is \$22,070,815.81; (b) the funding date is to be July 29, 2021; the Loan is to be a LIBOR Loan with an Interest Period of three (3) months; and (d) the proceeds of the Loan are to be remitted to each of the persons in accordance with the remittance instructions and in the amounts specified in Exhibit A attached hereto and incorporated herein by this reference.

The proceeds of the requested Loan are to be deposited pursuant to the instructions set forth on Exhibit A attached hereto.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Borrowing Request by and through its duly Authorized Signer as of the date and year first-above written.

Kid Unknown Holdings Ltd

By:  5E05B98C84DA4EB...
Its: Authorized Signatory

Exhibit A

The proceeds of the Loan are to be disbursed to the following accounts:

- (a) \$12,270,712.17 to Creative Wealth Media Finance Corp. in repayment of its Payoff Amount of \$9,932,617.10 (as such term is defined in that certain Payoff Letter dated as of the date hereof) and an advancement against net profits of \$2,338,095.07:

Beneficiary Address: 151 Bloor Street West, Suite 700 Toronto, ON M5S 1S4, Canada,
Attention: Jason Cloth

Beneficiary Name: BRON Creative WB 1 LLC

Beneficiary Bank: Comerica Bank, 2000 Avenue of the Stars, 2nd Floor, Los Angeles,
CA 90067

Transit Number: 1211137522

Account Number: 1895241881

Reference "Monkey Man"

- (b) \$4,525,000 to Endeavor Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC) in payment of its Payoff Amount (as defined in that certain Payoff Letter dated as of the date hereof):

Beneficiary Address: 9560 Wilshire Blvd., Beverly Hills, CA 90210 USA

Beneficiary Bank: City National Bank

ABA Number: 122016066

SWIFT Code: CINAUS6L

Account Number: 127517517

Reference "Monkey Man"

- (c) \$1,847,874.20 to Endeavor Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC) in payment of the Netflix Advance Amount (as defined in that certain Assignment of Economic Interest and Reversion and Derivative Rights dated as of the date hereof):

Beneficiary Address: 9560 Wilshire Blvd., Beverly Hills, CA 90210 USA

Beneficiary Bank: City National Bank

ABA Number: 122016066

SWIFT Code: CINAUS6L

Account Number: 127517517

Account Name: Endeavor Content, LLC

Reference "Monkey Man"

- (d) \$15,380.10 to Endeavor Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC) in payment of the Sales Agent Permitted Payment (as defined in that certain Sales Agent Interparty Agreement dated as of the date hereof):

Beneficiary Address: 400 N. Roxbury Drive, Beverly Hills, CA 90210 USA
Beneficiary Bank: City National Bank
ABA Number: 122016066
SWIFT Code: CINAUS6L
Account Number: 127407479
Account Name: Endeavor Content JB, LLC
Reference "Monkey Man"

- (e) \$861,000 to Film Finances Canada Limited as a disbursement of the Production Reserve:

Beneficiary Bank: TD Canada Trust, 3140 Dufferin Street, Toronto, Ontario M6A 2T1
Transit: 19932
Account: 3153697
SWIFT: TDOMCATTOR
Attention: Film Finances Canada Ltd.

- (f) \$2,147,333.17 to BRON Studios USA Inc. in payment of kill fee repayments of \$67,000 and an advancement against net profits of \$2,291,333.17, of which \$211,000 will be remitted to Film Finances Canada Ltd under Paragraph (e) above.

Comerica Bank
2000 Avenue of the Stars, 2nd Floor, Los Angeles, CA 90067
ABA # 1 2 1 1 3 7 5 2 2
Swift Code: M N B D U S 3 3
Account name: BRON Creative WB1, LLC
Account #: 1895241881

- (g) \$403,516.17 to BRON Releasing USA Inc. as an advancement against its sales fees and expenses.

Comerica Bank
2000 Avenue of the Stars, 2nd Floor, Los Angeles, CA 90067
ABA # 1 2 1 1 3 7 5 2 2
Swift Code: M N B D U S 3 3
Account name: BRON Creative WB1, LLC
Account #: 1895241881

EXHIBIT O

- THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PSPA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:
-TYPE OF SEARCH : BUSINESS DEBTOR
-SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.
-FILE CURRENCY : 25FEB 2024
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0 ENQUIRY NUMBER 20240226105105.66 CONTAINS 180 PAGE(S), 169 FAMILY(IES).
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- THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

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0 ESC CORPORATE SERVICES LTD.
445 KING STREET WEST, SUITE 400
TORONTO ON M5V 1K4

RUN NUMBER : 057
 RUN DATE : 2024/02/26
 ID : 20240226105105.66

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 0

00 500639472

CAUTION

FILLING NO. OF PAGES

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02 DEBTOR

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639481									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9539		20231124 1402 1462 9539	P PPSA	5	
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	NAME BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	NAME BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / BBP V LLC									
09	LIEN CLAIMANT									
0	ADDRESS 333 W WACKER DR., 6TH FLOOR CHICAGO IL 60606									
COLLATERAL CLASSIFICATION										
CONSUMER										
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013	GENERAL									
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15	DESCRIPTION									
016	REGISTERING TYR LLP									
17	AGENT									
0	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO ON M5V1E3									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									

RUN NUMBER : 057
 RUN DATE : 2024/02/26
 ID : 20240226105105.66

PROVINCE OF ONTARIO
 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 4

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY	: 25FEB 2024									
- FORM 1C	FINANCING STATEMENT / CLAIM FOR LIEN									
0 FILE NUMBER	500639499									
0 CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION				
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01	01	001	20231124 1402 1462 9540	P	PPSA	5				
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02 DEBTOR										
03 NAME	BUSINESS NAME	CREATIVE WEALTH MEDIA FINANCE CORP.								
04	ADDRESS	151 BLOOR STREET WEST, SUITE 700 TORONTO								
0 DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
05 DEBTOR										
06 NAME	BUSINESS NAME	ONTARIO CORPORATION NO. M5S1S4								
07	ADDRESS	ONTARIO CORPORATION NO.								
008 SECURED PARTY /	BBP VII LLC									
09 LIEN CLAIMANT	ADDRESS	333 W WACKER DR., 6TH FLOOR CHICAGO IL 60606								
0 COLLATERAL CLASSIFICATION										
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15 DESCRIPTION										
016 REGISTERING	TYR LLP									
17 AGENT	ADDRESS	488 WELLINGTON STREET WEST SUITE 300-302 TORONTO ON M5V1E3								
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED... 5									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024
- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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02	DEBTOR
03	NAME
04	BUSINESS NAME
	CREATIVE WEALTH MEDIA FINANCE CORP.
	ADDRESS
	151 BLOOR STREET WEST, SUITE 700
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	ONTARIO CORPORATION NO.
	ON M5S1S4

0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

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06	NAME	BUSINESS NAME
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008 SECURED PARTY / BERNICE SCHMIDT IRREVOCABLE TRUST

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

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500639544

CAUTION

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APPENDIX

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

00 500639553

CAUTION

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
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0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124	1402	1462	9546	P	PPSA	5
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03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
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06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		CHRISTOPHER D. CRAWSHAW TRUST							
	LIEN CLAIMANT									
09	ADDRESS		125 BIRCH STREET		WINNETKA		IL		60093	
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016	REGISTERING									
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17	AGENT									
	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500639562

CAUTION

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008 SECURED PARTY /
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TYPE OF SEARCH	: BUSINESS DEBTOR										
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.										
FILE CURRENCY	: 25FEB 2024										
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
0	FILE NUMBER										
00	500639571										
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD			
01		01	001	20231124	1402	1462	9548	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR										
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.								
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.				
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4			
05	DEBTOR										
06	BUSINESS NAME		ONTARIO CORPORATION NO.								
07	ADDRESS										
008	SECURED PARTY /		DAVID WIESENECK LIVING TRUST								
	LIEN CLAIMANT										
09	ADDRESS		818 N LINN STREET		IOWA CITY		IA		52245		
0	COLLATERAL CLASSIFICATION										
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED		
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE		
0		X	X	X	X		V.I.N.				
11	YEAR		MAKE		MODEL						
12	MOTOR										
13	VEHICLE										
013	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
016	REGISTERING										
	AGENT										
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3		
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										
0	CONTINUED...										
	1										

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639589									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9549		20231124 1402 1462 9549	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		DENNIS N. AHRENS REVOCABLE TRUST							
09	ADDRESS		PO BOX 6581		BLOOMINGDALE		IL		60108	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ONTARIO CORPORATION NO. M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	1									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639598									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9550		20231124 1402 1462 9550	P PPSA	5	
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	NAME BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	NAME BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / ELAINE COLLINA									
09	LIEN CLAIMANT									
0	ADDRESS 555 12TH STREET, SUITE 900 OAKLAND CA 94607									
0	COLLATERAL CLASSIFICATION									
	CONSUMER	MOTOR VEHICLE AMOUNT DATE OF NO FIXED								
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
0		X	X	X	X					
11	YEAR	MAKE	V.I.N.							
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT TYR LLP									
17	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO ON M5V1E3									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	15									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500639607

CAUTION

FILE NO.	DATE OF FILING	NO. OF PAGES
1	10/1/2010	1
2	10/1/2010	1
3	10/1/2010	1
4	10/1/2010	1
5	10/1/2010	1
6	10/1/2010	1
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8	10/1/2010	1
9	10/1/2010	1
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95	10/1/2010	1
96	10/1/2010	1
97	10/1/2010	1
98	10/1/2010	1
99	10/1/2010	1
100	10/1/2010	1

	01	01	001
	01	01	001

DATE OF BIRTH:

DEBTOR 02

03 NAME: BUSINESS NAME:

[illegible]

04 ADDRESS

0
DATE OF BIRTH
ADDRESS

DATE OF BIRTH 05 DEBTOR

05 DEEDON
06 NAME
07 BUSINESS NAME

CONTENT

2

07 ADDRESS

01	008	CECILED BARTY /	ADDRESS

008 SECURED FAMILY /
T TEN CEMENTANT

00
7 ADDRESS
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION
CONCURRED

CONSUMER
GOODS
CATEGORY

GOODS	INVENTORY	EQUITY
100	100	100

OT

YEAR MAKE

LI MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION
15	

016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639607									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9551			P PPSA	5	
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	NAME BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	NAME BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / FLORIAN G. LAPOINTE LEGACY TRUST									
09	LIEN CLAIMANT									
0	ADDRESS 1705 HIGH SCHOOL ROAD, SUITE 140 JACKSON WY 83001									
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		DATE OF MATURITY	OR	MATURITY DATE	
0		X	X	X	X					
11	YEAR MAKE MODEL									
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	ON M5V1E3									
	CONTINUED...									
	16									

CONTINUED...

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639616									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9552		20231124 1402 1462 9552	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		GJJ HOLDINGS LLC							
09	ADDRESS		1006 MORSE AVENUE		SCHAUMBURG		IL		60193	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED					
0	YEAR MAKE		X		X		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	17									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500639634

CAUTION

FILE NO.	DATE OF FILING	NO. OF PAGES
1	1/1/2020	1
2	1/1/2020	1
3	1/1/2020	1
4	1/1/2020	1
5	1/1/2020	1
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DATE OF BIRTH:

02 DEBTOR

03 NAME: BUSINESS NAME:

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04 ADDRESS

DATE OF BIRTH

DATE OF BIRTH 05 DEPTOR

05 DEEDON
06 NAME BUSINESS NAME

CONTENTS

ADDRESS

07	SECURED PARTY /	ADDRESS
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008 SECURED PART I / T I E N C I A M A N T E

LIEN CLAIRMANI
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03 ADDRESS

COLLATERAL CLASSIFICATION
 CONCURRED
 CONCURRED

CONSUMER CATEGORY POLITICS

GOODS	INVENTORY	EQUITY
10	10	10

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YEAR MAKE

STILL MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION
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98	98
99	99
100	100

016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639634									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1402 1462 9554	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS		GORDON R. MILLER							
008	SECURED PARTY / LIEN CLAIMANT		8700 W BRYN MAWR AVE, SUITE 810N		CHICAGO		IL		60631	
09	COLLATERAL CLASSIFICATION									
0	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY OR		NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
	X	X	X	X	X					
10	YEAR MAKE		MODEL		V.I.N.					
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	1									

CONTINUED...

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500639643

CAUTION

FILLING

01

DATE:

02 DEBTOR

03 NAME:

[illegible]

04

DATE _____

05 DEBTOR
DATE

05	DEDUCTION
06	NAME

200 TEN

70

07
008 RECEIVED PARTY

000 SECURED PARTY
T I E N C I A I M A N T00
LIEN CLAIMANT

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COLLATERAL CLAIMS

CONSUMER

GOODS

01

0 YEAR

11 MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION

016 REGISTERING

AGENT

17

0

0

TYPE OF SEARCH	: BUSINESS DEBTOR										
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.										
FILE CURRENCY	: 25FEB 2024										
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
0	FILE NUMBER										
00	500639643										
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		01	001	001	20231124 1402 1462 9555		20231124 1402 1462 9555	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME					
02	DEBTOR										
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.						
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.		
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME					
05	DEBTOR										
06	NAME		BUSINESS NAME								
07	ADDRESS										
008	SECURED PARTY / LIEN CLAIMANT		GORDON R. MILLER REVOCABLE TRUST								ONTARIO CORPORATION NO.
09			ADDRESS		14289 W SHELLEY LANE		WADSWORTH		IL 60083		
0	COLLATERAL CLASSIFICATION										
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE		
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED						
	YEAR MAKE		X		X		X		V.I.N.		
11	MOTOR										
12	VEHICLE										
013	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
016	REGISTERING										
	AGENT										
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3		
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										
0	CONTINUED...										
	20										

CONTINUED...

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639652									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001		20231124 1402 1462 9556			P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
02	DEBTOR									
03	NAME		BUSINESS NAME			CREATIVE WEALTH MEDIA FINANCE CORP.				
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700			TORONTO		
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
05	DEBTOR									
06	NAME		BUSINESS NAME							
07			ADDRESS							
008	SECURED PARTY / LIEN CLAIMANT		GREGG KRAHULEC							
09			ADDRESS		MILENIO APARTMENTS A23			RIVIERA DEL SOL		MA 29649
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE			AMOUNT		DATE OF MATURITY OR NO FIXED MATURITY DATE		
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED					
	YEAR MAKE		X		X		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302			TORONTO		ON M5V1E3		
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	21									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639661									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001		20231124 1402 1462 9557			P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.					
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	NAME		BUSINESS NAME							
07			ADDRESS		ONTARIO CORPORATION NO.					
008	SECURED PARTY / LIEN CLAIMANT		GREGG KRAHULEC							
09	ADDRESS		19 PORTAL DRIVE		PORT COLBORNE		ON		L3K6G2	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	20									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639679									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9558		20231124 1402 1462 9558	P PPSA	5	
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / HEATHER S. WIERS 2021 IRREVOCABLE TRUST									
09	LIEN CLAIMANT									
0	COLLATERAL CLASSIFICATION									
	CONSUMER	ADDRESS		2300 SHERIDAN ROAD		HIGHLAND PARK		IL		60035
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED		DATE OF MATURITY	OR	NO FIXED MATURITY DATE
0	YEAR	MAKE	X	X	X	MODEL		V.I.N.		
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	2									

TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500639688								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124 1402 1462 9559	P	PPSA	5		
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME								
02	DEBTOR								
03	NAME BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.								
04									
0	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO								
05	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME								
06	BUSINESS NAME								
07									
08	SECURED PARTY / HILLARI G. JACOBS TRUST								
	LIEN CLAIMANT								
09	ADDRESS 1031 PRAIRIE AVENUE								
0	COLLATERAL CLASSIFICATION								
	CONSUMER								
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	DATE OF MATURITY	OR	NO FIXED	
0		X	X	X	X				
	YEAR MAKE MODEL V.I.N.								
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING								
	AGENT								
17	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO								
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***								
0	CONTINUED...								
	24								

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639697									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9560		20231124 1402 1462 9560	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		JAMES K. WILLERMAN							
09	ADDRESS		447 JEFFERSON AVE		GLENCOE		IL		60022	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
	X	X	X	X	X					
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	25									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639706									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9561		20231124 1402 1462 9561	P	PPSA	5
0	DATE OF BIRTH				FIRST GIVEN NAME		INITIAL SURNAME			
02	DEBTOR									
03	BUSINESS NAME				CREATIVE WEALTH MEDIA FINANCE CORP.					
04	ADDRESS				151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.	
0	DATE OF BIRTH				FIRST GIVEN NAME		INITIAL SURNAME		ON M5S1S4	
05	DEBTOR									
06	BUSINESS NAME				ONTARIO CORPORATION NO.					
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT				JAMES K. WILLERMAN SELF-DECLARATION OF TRUST					
09	ADDRESS				447 JEFFERSON AVE		GLENCOE		IL 60022	
0	COLLATERAL CLASSIFICATION				CONSUMER		MOTOR VEHICLE		AMOUNT	
	GOODS		INVENTORY		EQUIPMENT		ACCOUNTS OTHER		DATE OF MATURITY OR MATURITY DATE	
10	X		X		X		X		NO FIXED	
0	YEAR MAKE				MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS				488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	20									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639715									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402	1462	9562	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY /		JAMES P. MURAFF							
	LIEN CLAIMANT									
09	ADDRESS		2300 ASBURY ROAD		NORTHBROOK		IL		60062	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	MATURITY DATE	
0	X	X	X	X	X					
11	YEAR MAKE		MODEL		V.I.N.					
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING		TYR LLP							
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	27									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639724									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402	1462	9563	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY /		JAMES P. PEKAR FAMILY ENDOWMENT TRUST							
	LIEN CLAIMANT									
09	ADDRESS		6330 PARKVIEW ROAD		GREENDALE		WI		53129	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
10		X	X	X	X					
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	28									

TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500639733								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124 1402 1462 9564	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME		BUSINESS NAME	CREATIVE WEALTH MEDIA FINANCE CORP.					
			ONTARIO CORPORATION NO.						
04			ADDRESS	151 BLOOR STREET WEST, SUITE 700	TORONTO	ON M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME		BUSINESS NAME	ONTARIO CORPORATION NO.					
07			ADDRESS						
008	SECURED PARTY /		JEAN L. BURNSTINE GS TRUST						
	LIEN CLAIMANT								
09			ADDRESS	310 GROVE STREET	GLENCOE	IL	60022		
0	COLLATERAL CLASSIFICATION								
	CONSUMER								
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	
		X	X	X	X		MATURITY	OR	MATURITY DATE
0	YEAR MAKE		V.I.N.						
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING		TYR LLP						
	AGENT								
17			ADDRESS	488 WELLINGTON STREET WEST SUITE 300-302	TORONTO	ON	M5V1E3		
0			*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***						
0			CONTINUED...						29

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500639742

CAUTION

FILE NO.	DATE OF FILING	NO. OF PAGES
1	1/1/2020	1
2	1/1/2020	1
3	1/1/2020	1
4	1/1/2020	1
5	1/1/2020	1
6	1/1/2020	1
7	1/1/2020	1
8	1/1/2020	1
9	1/1/2020	1
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14	1/1/2020	1
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93	1/1/2020	1
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96	1/1/2020	1
97	1/1/2020	1
98	1/1/2020	1
99	1/1/2020	1
100	1/1/2020	1

	01	01	001
	01	01	001

DATE OF BIRTH:

DEBTOR 02

03 NAME: BUSINESS NAME:

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04 ADDRESS

0
DATE OF BIRTH
ADDRESS

DATE OF BIRTH 05 DEBTOR

05 DEEDON
06 NAME
07 BUSINESS NAME

CONTENT

2

07 ADDRESS

01	008	CECILED BARTY /	ADDRESS

008 SECURED PARTY /
T TEN CLAIMANT

00
7 ADDRESS
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION
CONCURRED

CONSUMER
GOODS
CATEGORY

GOODS	INVENTORY	EQUITY
100	100	100

OT

YEAR MAKE

LI MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION
15	

016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639751									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED		REGISTRATION
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER		UNDER		PERIOD	
01		01	001	20231124	1402	1462	9566	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.		M5S1S4	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		JEFFREY BURNSTINE TRUST DATED DECEMBER 12, 2010							
	LIEN CLAIMANT									
09	ADDRESS		310 GROVE STREET		GLENCOE		IL		60022	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF		NO FIXED	
10		X	X	X	X		MATURITY		OR MATURITY DATE	
0	YEAR MAKE		V.I.N.							
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	3									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639769									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9567		20231124 1402 1462 9567	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		JILL I. BURNSTINE TRUST DATED DECEMBER 12, 2010							
09	ADDRESS		310 GROVE STREET		GLENCOE		IL		60022	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS INVENTORY		EQUIPMENT ACCOUNTS OTHER		INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	30									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639778									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9568		20231124 1402 1462 9568	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		JILL WIESENECK LIVING TRUST							
09	ADDRESS		2126 NE 14TH AVENUE		PORTLAND		OR		97212	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	33									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639796									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402	1462	9570	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		LINDA J. KOLBER REVOCABLE TRUST							
	LIEN CLAIMANT									
09	ADDRESS		2665 NW 63RD STREET		BOCA RATON		FL		33496	
0	COLLATERAL CLASSIFICATION									
	CONSUMER	MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED		
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
		X	X	X	X					
0	YEAR	MAKE	V.I.N.							
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	3									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON :	CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
- FORM 1C	FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639805									
0	CAUTION FILING	PAGE NO.	PAGES OF BIRTH	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		01	001	001	FIRST GIVEN NAME	INITIAL SURNAME	P	PPSA	5	
0	DATE OF BIRTH									
02	DEBTOR									
03	NAME									
	BUSINESS NAME									
	CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS									
0	DATE OF BIRTH									
	151 BLOOR STREET WEST, SUITE 700									
05	DEBTOR									
06	NAME									
	BUSINESS NAME									
	ADDRESS									
07	MARK R. BURNSTINE REVOCABLE TRUST									
008	SECURED PARTY / LIEN CLAIMANT									
09	COLLATERAL CLASSIFICATION									
0	CONSUMER									
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
10	X	X	X	X	X	V.I.N.	GLENCOE	IL	60022	
0	YEAR MAKE MODEL									
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING AGENT									
	TYR LLP									
17	ADDRESS									
0	488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	30									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639814									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9572		20231124 1402 1462 9572	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		MARK TURCHAN							
09	ADDRESS		605 SPYGLASS COURT		WAUKEE		IA		50263	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
	X	X	X	X	X					
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	37									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639823									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402 1462 9573	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		MARK TURCHAN							
	LIEN CLAIMANT									
09	ADDRESS		2307 OLD HICKS ROAD		LONG GROVE		IL		60047	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED		
		X	X	X	X		MATURITY	OR	MATURITY	DATE
0	YEAR MAKE				MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	38									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639832									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9574		20231124 1402 1462 9574	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		MCARTHUR BINION							
09	ADDRESS		5832 S. STONY ISLAND AVE, APT 14B		CHICAGO		IL		60637	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	39									

TYPE OF SEARCH	: BUSINESS DEBTOR										
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.										
FILE CURRENCY	: 25FEB 2024										
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
0	FILE NUMBER										
00	500639841										
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		01	001	001	20231124 1402 1462 9575		20231124 1402 1462 9575	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME					
02	DEBTOR										
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.								
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700			TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME		ON M5S1S4			
05	DEBTOR										
06	BUSINESS NAME		ONTARIO CORPORATION NO.								
07	ADDRESS										
008	SECURED PARTY / LIEN CLAIMANT		MICHAEL G. LOEBER REVOCABLE TRUST								
09	ADDRESS		2307 LINNEMAN STREET			GLENVIEW		IL 60025			
0	COLLATERAL CLASSIFICATION										
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE		
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED					
	X	X	X	X	X						
0	YEAR		MAKE		MODEL		V.I.N.				
11	MOTOR										
12	VEHICLE										
013	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
016	REGISTERING										
	AGENT										
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302			TORONTO		ON M5V1E3			
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										
0	CONTINUED...										
	40										

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639868									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9577		20231124 1402 1462 9577	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		P&L NORTHWEST TRUST							
09	ADDRESS		1705 HIGH SCHOOL ROAD, SUITE 140		JACKSON		WY		83001	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT		TYR LLP		TORONTO		ON		M5V1E3	
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	4									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500639877

CAUTION

FILLING

01

DATE:

02 DEBTOR

03 NAME:

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04

DATE _____

05 DEBTOR
DATE

05	DEDUCTION
06	NAME

2007 JAN

70

07
008 RECEIVED PARTY

000 SECURED PARTY
T I E N C I A I M A N T00
LIEN CLAIMANT

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C

S
O

COLLATERAL CLAIMS

CONSUMER

GOODS

01

0 YEAR

11 MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION

016 REGISTERING

AGENT

17

0

0

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639886									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9579		20231124 1402 1462 9579	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		PAUL M LOEBER LIVING TRUST							
09	ADDRESS		112 W COUNTY LINE ROAD		BARRINGTON HILLS		IL		60010	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	4									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639895									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402	1462	9580	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		RANDALL M. TOIG TRUST							
	LIEN CLAIMANT									
09	ADDRESS		705 REDWOOD LANE		GLENCOE		IL		60022	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED			
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY	DATE
0		X	X	X	X		V.I.N.			
11	YEAR		MAKE		MODEL					
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	4									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639904									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9581		20231124 1402 1462 9581	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. ON M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		5TH RESTATEMENT OF THE ROBERT HALL TRUST AGREEMENT DATED 11/04/1996							
09	ADDRESS		313 STOCK PORT LANE		SCHAUMBURG		IL		60193	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
	X	X	X	X	X					
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	4									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639913									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001		20231124	1402	1462	9582	P	PSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700			TORONTO		ONTARIO CORPORATION NO. M5S1S4		
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		SAM DIGREGORIO TRUST							
09	ADDRESS		6320 LA POSTA DRIVE			EL PASO		TX		79912
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE INCLUDED		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER					
	X	X	X	X	X					
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302			TORONTO		ON		M5V1E3
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	47									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639922									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9583			P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		SANDRA E. BOGGESS DECLARATION OF TRUST							
09	ADDRESS		3837 QUAIL RIDGE DRIVE		BOYNTON BEACH		FL		33436	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	48									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500639931

CAUTION

FILING	NO.	OF	PAGES
1	1	1	1
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DATE OF BIRTH

02 DEBTOR

03	NAME	BUSINESS NAME

04 ADDRESS

DATE OF BIRTH

0.5 DEBTOR

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07 ADDRESS

008 SECURED PARTY / ADDRESS

DECLINED EXHIBIT /
JEN CLAMANT

09 ADDRESS

COLLATERAL CLASSIFICATION ADDRESS

COLLECTIVE CONSUMER

COMPLETENESS

[illegible]

OLD MAKE

	TEAK MANE
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II MOTOR
13 VEHTICE

12 VEHICLE
012 CENEDAT

UL3 GENERAL
14 CONTINUED

14 COLLATERAL
15 RECEIPT FROM

IS	DESCRIPTION
01 C	DETECTING

016 REGISTERING TO GOVERN

AGENT

ADDRESS

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500639949

CAUTION

FILING NO. OF PAGE

	01	01	001
	01	01	001

DATE OF BIRTH:

02 DEBTOR

03 NAME: BUSINESS NAME:

[illegible]

04 ADDRESS

DATE OF BIRTH _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

DATE OF BIRTH 05 DEBTOR

05	EDITION
06	NAME
06	BUSINESS NAME

THYNT CCONTTCOOT	THYNT	COO

ADDRESS 07

007	SECURITY PARTY /	ADDRESS

U08 SECURED PART I /
T I E N C I A I M A N T E

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TITEN CLAIMANT ADDRESS

09 ADDRESS

COLLATERAL CLASSIFICATION
CONCITED

CONSUMER TAKE-ENERGY POINT

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016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639949									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9585		20231124 1402 1462 9585	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		SARAH LEWIS							
008	SECURED PARTY / LIEN CLAIMANT		2233 N. WASHTENAW AVE., UNIT 3N							
09	ADDRESS		2233 N. WASHTENAW AVE., UNIT 3N		CHICAGO		IL		60647	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
	X	X	X	X	X					
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT		TYR LLP							
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
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CONTINUED...

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024
- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

[illegible]

02	DEBTOR
03	NAME
04	BUSINESS NAME
	CREATIVE WEALTH MEDIA FINANCE CORP.
	ADDRESS
	151 BLOOR STREET WEST, SUITE 700
	TORONTO
	ONTARIO CORPORATION NO.
	ON M5S1S4

0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05	DEBTOR	
06	NAME	BUSINESS NAME
		ONTARIO CORPORATION NO.

07 ADDRESS

008	SECURED PARTY / LIEN CLAIMANT	SAS INVESTMENT PARTNERS	
09		ADDRESS	100 LAUREL AVENUE HIGHLAND PARK IL 60035

0 COLLATERAL CLASSIFICATION

	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	GOODS	X	EQUIPMENT	ACCOUNTS OTHER	INCLUDED				
			X	X	X				
0	YEAR MAKE			MODEL		V.I.N.			

11 MOTOR

12	VEHICLE	
013	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
016	REGISTERING	TYR LLP
	AGENT	

17 ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO ON M5V1E3
0 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 51

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639967									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9587		20231124 1402 1462 9587	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		STEPHEN RECKLEY							
09	ADDRESS		180 W. EGGLESTON AVE		ELMHURST		IL		60126	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	52									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639976									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9588		20231124 1402 1462 9588	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		STEVEN A. SWERDLOFF REVOCABLE TRUST							
09	ADDRESS		1675 E. COURSE DRIVE		RIVERWOODS		IL		60015	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
	X	X	X	X	X					
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	53									

TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500639985								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124 1402 1462 9589	P	PPSA	5		
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME								
02	DEBTOR								
03	BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.								
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO								
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME								
05	DEBTOR								
06	BUSINESS NAME								
07	ADDRESS								
008	SECURED PARTY / STEVEN L. SHOUB TRUST DATED 5/23/2006								
	LIEN CLAIMANT								
09	ADDRESS PO BOX 1574								
0	COLLATERAL CLASSIFICATION								
	CONSUMER								
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	
0		X	X	X	X	X	MATURITY	OR	MATURITY DATE
	YEAR MAKE MODEL V.I.N.								
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING								
	AGENT								
17	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO								
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***								
0	CONTINUED...								
	54								

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500639994									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9590		20231124 1402 1462 9590	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		STEVEN R. KOLBER REVOCABLE TRUST							
09	ADDRESS		2665 NW 63RD STREET		BOCA RATON		FL		33496	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED					
0	YEAR		MAKE	MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	55									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640003									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402	1462	9591	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.		M5S1S4	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY /		2012 IRREVOCABLE SUZANNE C. WIESENECK FAMILY GIFT TRUST							
	LIEN CLAIMANT									
09	ADDRESS		840 WALDEN LANE		LAKE FOREST		IL		60045	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	MATURITY	OR	MATURITY DATE
0		X	X	X	X		V.I.N.			
11	YEAR MAKE									
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	50									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640012

0	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
0							

01	01	20231124	1402
01	01	001	
0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME

02	DEBTOR	
03	NAME	BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.

04 ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO

0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
0				

05	DEBTOR
06	BUSINESS NAME

07	ADDRESS
008	SECURED PARTY /
	THOMAS P. FLAVAGANT

LIEN CLAIMANT	ADDRE
09	
0	COLLATERAL CLASSIFICATION

10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
0	CONSUMER				
		X	X	X	X
	YEAR	MAKE			MODEL

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640021									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9593		20231124 1402 1462 9593	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		THOMAS P. FLANAGAN							
09	ADDRESS		232 E. WALTON PLACE		CHICAGO		IL		60611	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT		TYR LLP		TORONTO		ON		M5V1E3	
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	58									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640039									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9594		20231124 1402 1462 9594	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		THOMAS R. CANHAM							
09	ADDRESS		285 GRANDE WAY, APT. 1804		NAPLES		FL		34110	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY OR MATURITY DATE	
10	GOODS		INVENTORY		EQUIPMENT		ACCOUNTS OTHER		V.I.N.	
0	YEAR		MAKE		MODEL					
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
5										

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640048									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402	1462	9595	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		THOMAS S. RECKLEY							
	LIEN CLAIMANT									
09	ADDRESS		625 S CHATHAM AVENUE		ELMHURST		IL		60126	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
	GOODS		INVENTORY		EQUIPMENT		ACCOUNTS		OTHER	
10	YEAR		MAKE		MODEL		V.I.N.			
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640057

CAUTION

FILING	NO.	OF	PAGES
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
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46	46	46	46
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51	51	51	51
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53	53	53	53
54	54	54	54
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56	56	56	56
57	57	57	57
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62	62	62	62
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67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
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72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
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86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

01	01	001
01	01	001

DATE OF BIRTH: _____

DEBTOR 02

03 NAME: BUSINESS NAME:

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04 ADDRESS

DATE OF BIRTH

DATE OF PRINT 05 DEBTOR

05 DEEDON
06 NAME BUSINESS NAME

FILENAME	CC
FILENAME	CC

07 ADDRESS

ADDRESS	CECILED PARKY /	0 /
008		

008 SECURED PART II /
T I E N C I A N T A N T

LIEN CLAIMANT

00

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7 DDEEC

09 ADDRESS

COLLATERAL CLASSIFICATION
CONCITED

CONSUMER
GOODS
THE FUTURE OF
FOODS

GOODS INVENTORY EQUITY

OT

YEAR MAKE

LI MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION

016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640066									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9597		20231124 1402 1462 9597	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		2012 DPDS FUND LP		CHICAGO		IL 60606			
09	COLLATERAL CLASSIFICATION		333 W. WACKER DRIVE, 6TH FLOOR		CHICAGO		IL 60606			
0	CONSUMER		MOTOR VEHICLE INCLUDED		AMOUNT		DATE OF MATURITY OR MATURITY DATE			
10	GOODS INVENTORY		EQUIPMENT ACCOUNTS OTHER		INCLUDED		NO FIXED MATURITY DATE			
10	YEAR MAKE		X		X		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3			
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
0	62									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640075									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9598		20231124 1402 1462 9598	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		BERNICE SCHMIDT IRREVOCABLE TRUST							
09	ADDRESS		100 LAUREL AVENUE		HIGHLAND PARK		IL		60035	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	63									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640084

0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
	FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD

01	01	001	20231124	1402	1462	9599	P	PPSA	5
01	01	001	20231124	1402	1462	9599	P	PPSA	5

0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02	DEBTOR	
03	NAME	BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.

04	ADDRESS	151 BLOOR STREET WEST, SUITE 700	TORONTO	ON	M5S1S4
	ONTARIO CORPORATION NO.				

0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
0				

05	DEBTOR
06	NAME
	BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS
008 SECURED PARTY / BRADLEY S. M. DWORKIN REVOCABLE TRUST

09	LIEN CLAIMANT	ADDRESS	420 WATERSIDE DRIVE, #2510	CHICAGO	IL	60601

COLLATERAL CLASSIFICATION

CONSUMER

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE

10	X	X	X
10	X	X	X

YEAR	MAKE	MODEL
0		

11 MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

	DESCRIPTION
15	

016 REGISTERING AGENT
TYR LLP

17 ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO ON M5V1E3
0 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 64

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640093									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9600		20231124 1402 1462 9600	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		BRIAN R. BIDWILL & MARCIA BIDWILL TRUST							
09	ADDRESS		270 VISTA GRANDE		GREENBRAE		CA		94904	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	65									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640102

CAUTION

FILLING

01

DATE:

02 DEBTOR

03 NAME:

[illegible]

04

DATE _____

05 DEBTOR
DATE

05	DEDUCTION
06	NAME

200 TEN

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07
008 RECEIVED PARTY

000 SECURED PARTY
T I E N C I A I M A N T00
LIEN CLAIMANT

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COLLATERAL CLAIMS

CONSUMER

GOODS

01

0 YEAR

11 MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION
16	1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand what customers want and what problems they are facing. Once a need is identified, the next step is to develop a concept that addresses that need. This is often done through brainstorming sessions with a team of designers and engineers. The concept is then refined through prototyping and testing, and finally, a business plan is developed to outline the marketing and sales strategy for the new product.
17	2. The second step in the process is to develop a prototype. This is a physical model of the product that is used to test the concept and gather feedback from potential customers. The prototype is typically made from a material that is easy to work with, such as wood or plastic, and is designed to look and function like the final product. Once the prototype is built, it is shown to a group of people who provide their thoughts and suggestions. This feedback is used to make improvements to the design and to refine the business plan.
18	3. The third step in the process is to create a business plan. This is a document that outlines the company's goals, strategies, and financial projections. It is used to attract investors and to guide the company's operations. The business plan typically includes information about the market, the competition, the product, and the company's marketing and sales strategy. It also includes financial statements, such as a balance sheet and an income statement, which show the company's expected revenue and expenses over a period of time.
19	4. The fourth step in the process is to secure funding. This involves finding sources of capital to finance the company's operations. There are many ways to raise money, including selling shares of the company, borrowing from a bank, or seeking investment from venture capitalists. Once funding is secured, the company can begin to develop and manufacture the product. This involves hiring a team of people to design and build the product, and to manage the manufacturing process. The company also needs to develop a marketing and sales strategy to promote the product and to reach potential customers.
20	5. The fifth and final step in the process is to launch the product. This involves getting the product into the hands of customers and promoting it through various marketing channels. The company may use a combination of traditional marketing techniques, such as print advertising and direct mail, and digital marketing techniques, such as social media and search engine optimization. Once the product is launched, the company needs to monitor its performance and make adjustments as needed. This involves tracking sales, customer feedback, and other key performance indicators. The company also needs to continue to develop and improve the product over time to stay competitive in the market.

016 REGISTERING

AGENT

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640102									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		01	001	001		20231124 1402 1462 9601	P PPSA	5		
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / 5TH AMENDMENT & COMPLETE RESTATEMENT OF THE BRUCE BERMAN 2001 TRUST									
09	LIEN CLAIMANT									
0	COLLATERAL CLASSIFICATION ADDRESS 2500 MEADOW AVENUE BOULDER CO 80304									
10	CONSUMER									
0	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	DATE OF MATURITY OR MATURITY DATE				
11	YEAR MAKE MODEL V.I.N.									
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING TYR LLP									
17	AGENT									
0	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO ON M5V1E3									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
0	60									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640111									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402	1462	9602	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		BUD STYER							
	LIEN CLAIMANT		PO BOX 18		LODI		WI		53555	
09	COLLATERAL CLASSIFICATION		ADDRESS		MOTOR VEHICLE		AMOUNT		DATE OF	
0	CONSUMER		INVENTORY		EQUIPMENT		ACCOUNTS		OTHER	
10	GOODS		X		X		X		X	
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	67									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640129									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402 1462 9603	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		DEBORAH DIAMOND				ONTARIO CORPORATION NO.			
09	LIEN CLAIMANT		ADDRESS		6401 GROSS POINT ROAD		NILES		IL 60714	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF	
	GOODS		INVENTORY		EQUIPMENT		ACCOUNTS		OTHER	
10	YEAR		MAKE		MODEL		V.I.N.			
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	68									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640138									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1402 1462 9604	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
	ONTARIO CORPORATION NO.									
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO					
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
05	DEBTOR									
06	BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
008	SECURED PARTY /		FAMC FBO WAYNE FOLEY							
	LIEN CLAIMANT									
09	ADDRESS		8700 W. BRYN MAWR AVE, SUITE 810N		CHICAGO		IL		60631	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED	
	GOODS		INVENTORY EQUIPMENT ACCOUNTS OTHER		INCLUDED		MATURITY		OR MATURITY DATE	
10	X		X		X		V.I.N.			
0	YEAR MAKE		MODEL							
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	60									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640147

CAUTION

FILLING

01

DATE:

02 DEBTOR

03 NAME:

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04

DATE _____

05 DEBTOR
DATE

05	DEDUCTION
06	NAME

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008 RECEIVED PARTY

000 SECURED PARTY
T I E N C I A I M A N T00
LIEN CLAIMANT

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COLLATERAL CLAIMS

CONSUMER

GOODS

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0 YEAR

MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

	DESCRIPTION
15	

016 REGISTERING

AGENT

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640147									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9605		20231124 1402 1462 9605	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.					
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	NAME		BUSINESS NAME		ONTARIO CORPORATION NO.					
07	ADDRESS									
008	SECURED PARTY /									
	LIEN CLAIMANT									
09			ADDRESS		5501 SPINE ROAD, UNIT 208		BOULDER		CO 80301	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
	X	X	X	X	X	X				
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	70									

CONTINUED...

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640156									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1402 1462 9606	P	PSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY /		GJMN BUILDING, LLC							
	LIEN CLAIMANT									
09	ADDRESS		1251 SWAINWOOD DRIVE		GLENVIEW		IL		60025	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED	
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED		MATERIALITY OR MATURITY DATE	
10	X		X		X		X		V.I.N.	
0	YEAR MAKE		MODEL							
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	7									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640165

CAUTION

FILING

01

DATE:

02 DETROIT

03 NAME

[illegible]

04

DATE _____

DATE	DEBTOR	05

06 NAME

2007-2008

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01
009 SECURED PARTY000 SECURED PARTY
T I E N C I A I M A N T

00 LIEN CLAIMANT

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COLLATERAL CLAIMS

CONSUMER

GOODS

01

0 YEAR

MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

	DESCRIPTION
15	

016 REGISTERING

AGENT

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640165									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9607		20231124 1402 1462 9607	P	PPSA	5
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	NAME BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	NAME BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / JAMESJ. WASHBURN									
09	LIEN CLAIMANT									
0	COLLATERAL CLASSIFICATION ADDRESS 44 INDIAN HILL ROAD WIANETKA IL 60093									
CONSUMER										
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
0	YEAR		MAKE	X		X	V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT TYR LLP									
17	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	79									

CONTINUED...

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640174									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1402 1462 9608	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		JAMES P. PEKAR FAMILY ENDOWMENT TRUST							
	LIEN CLAIMANT									
09	ADDRESS		6330 PARKVIEW ROAD		GREENDALE		WI		53129	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED	
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED		MATERIALITY OR MATURITY DATE	
10	YEAR MAKE		X		X		X		V.I.N.	
0	MODEL									
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT									
	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	79									

TYPE OF SEARCH	: BUSINESS DEBTOR										
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.										
FILE CURRENCY	: 25FEB 2024										
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
0	FILE NUMBER										
00	500640183										
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		01	001	001	20231124 1402 1462 9609		20231124 1402 1462 9609	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME						
02	DEBTOR										
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.								
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4				
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME						
05	DEBTOR										
06	BUSINESS NAME		ONTARIO CORPORATION NO.								
07	ADDRESS		ONTARIO CORPORATION NO.								
008	SECURED PARTY / LIEN CLAIMANT		JOHN J. HAGERTY								
09	ADDRESS		2121 SWAINWOOD DRIVE		GLENVIEW		IL		60025		
0	COLLATERAL CLASSIFICATION										
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE		
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED					
		X	X	X	X						
0	YEAR		MAKE		MODEL		V.I.N.				
11	MOTOR										
12	VEHICLE										
013	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
016	REGISTERING										
	AGENT										
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3		
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										
0	CONTINUED...										
	7										

TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500640192								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124 1402 1462 9610	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME		BUSINESS NAME	CREATIVE WEALTH MEDIA FINANCE CORP.					
			ONTARIO CORPORATION NO.						
04			ADDRESS	151 BLOOR STREET WEST, SUITE 700	TORONTO				
0	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME		BUSINESS NAME						
			ONTARIO CORPORATION NO.						
07			ADDRESS						
008	SECURED PARTY /		LAWRENCE BOBER CPA LLC DEFINED BENEFIT PLAN						
	LIEN CLAIMANT								
09			ADDRESS	1699 PEBBLE BEACH WAY	VERNON HILLS	IL	60061		
0	COLLATERAL CLASSIFICATION								
	CONSUMER								
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	DATE OF	NO FIXED			
		X	X	X	MATURITY	OR	MATURITY DATE		
0	YEAR MAKE	V.I.N.							
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING		TYR LLP						
	AGENT								
17			ADDRESS	488 WELLINGTON STREET WEST SUITE 300-302	TORONTO	ON	M5V1E3		
0			*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***						
0			CONTINUED...						
			75						

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640201									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9611		20231124 1402 1462 9611	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		LINDA KROL							
008	SECURED PARTY / LIEN CLAIMANT		1200 GRANVILLE AVE		PARK RIDGE		IL		60068	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS INVENTORY		EQUIPMENT ACCOUNTS OTHER		INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	76									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640219									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9612		20231124 1402 1462 9612	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		MARK TURCHAN							
09	ADDRESS		2307 OLD HICKS ROAD		LONG GROVE		IL		60047	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
	X	X	X	X	X					
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	7									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640228									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED		REGISTRATION
	FILING	NO. OF	PAGES	SCHEDULE			NUMBER	UNDER	PERIOD	
01		01	001		20231124	1402	1462	9613	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		MYRON J SCHULTZ FAMILY TRUST							
	LIEN CLAIMANT									
09	ADDRESS		634 FOX LAKE DRIVE		CHARLESTON		IL		61920	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF		NO FIXED	
10		X	X	X	X		Maturity		OR Maturity DATE	
0	YEAR MAKE		V.I.N.							
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	7									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640237

CAUTION

FILLING

01

DATE:

02 DEBTOR

03 NAME:

[illegible]

04

DATE _____

05 DEBTOR
DATE

05	DEDUCTION
06	NAME

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008 RECEIVED PARTY

000 SECURED PARTY
T I E N C I A I M A N T00
LIEN CLAIMANT

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COLLATERAL CLAIMS

CONSUMER

GOODS

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11 MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION
16	1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand what customers want and what problems they are facing. Once a need is identified, the next step is to develop a concept that addresses that need. This is often done through brainstorming and prototyping. The concept is then refined and a business plan is created. Finally, the product is developed and launched into the market. This process is iterative, meaning that it often involves going back and forth between different steps as more information is gathered and the product evolves.

016 REGISTERING

AGENT

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640237									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9614		20231124 1402 1462 9614	P PPSA	5	
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	NAME BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	NAME BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / NDC CAPITAL, LLC									
09	LIEN CLAIMANT									
0	ADDRESS 140 OXFORD ROAD KENILWORTH IL 60043									
0	COLLATERAL CLASSIFICATION CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED		DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
0		X	X	X	V.I.N.					
11	YEAR MAKE MODEL									
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT TYR LLP									
17	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	ON M5V1E3									
	CONTINUED...									
	79									

CONTINUED...

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640246

CAUTION

FILING

01

DATE:

02 DETECTOR

03 NAME

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DATE _____

DATE	05	DEBTOR

06 NAME

2007-2008

07

01
009 SECURED PARTY000 SECURED PARTY
T I E N C I A I M A N T

00 LIEN CLAIMANT

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COLLATERAL CLAIMS

CONSUMER

GOODS

01

0 YEAR

MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

	DESCRIPTION
15	

016 REGISTERING

AGENT

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640246									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1402 1462 9615		20231124 1402 1462 9615	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		RANDALL M. TOIG TRUST							
09	ADDRESS		441 RED HAWK DRIVE		JUPITER		FL		33477	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	80									

CONTINUED...

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640255

CAUTION

FILING	NO.	OF	PAGES
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
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21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
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32	32	32	32
33	33	33	33
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43	43	43	43
44	44	44	44
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90	90	90	90
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92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

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DATE OF BIRTH

02 DEBTOR

NAME: BUSINESS NAME:

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2	1
0	1
0	1

04 ADDRESS

DATE OF BIRTH

05 DEBTOR STATE OF TEXAS

05 SECTION
06 NAME
BUSINESS NAME

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07 ADDRESS

008 SECURED PARTY /
ADDRESS

RECEIVED STATE /
LIEN CLAIMANT

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COLLATERAL ASSISTICATION
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ADDRESS _____

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640264									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402	1462	9617	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		ROLAND J. EMANUEL							
	LIEN CLAIMANT									
09	ADDRESS		323 PILOT PT LANE		BOCA GRANDE		FL		33921	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	MATURITY DATE	
10		X	X	X	X					
0	YEAR MAKE		MODEL		V.I.N.					
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	82									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640273									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001		20231124 1402 1462 9618			P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		RONALD BERMAN REVOCABLE TRUST							
09	ADDRESS		27 N. WACKER DRIVE, #518		CHICAGO		IL		60606	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED					
	X		X		X					
0	YEAR MAKE		MODEL		V.I.N.					
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	8									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640282									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1402	1462	9619	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY /		SAS INVESTMENT PARTNERS, LLC							
	LIEN CLAIMANT									
09	ADDRESS		450 SKOKIE BLVD, SUITE 507		NORTHBROOK		IL		60062	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF	
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED		Maturity OR	
10	YEAR MAKE		X		X		X		Maturity DATE	
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	84									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640291									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124	1402	1462	9620	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		SAS INVESTMENT PARTNERS							
	LIEN CLAIMANT									
09	ADDRESS		100 LAUREL AVENUE		HIGHLAND PARK		IL		60035	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF	
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED		NO FIXED	
10	YEAR MAKE		X		X		X		Maturity DATE	
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	8									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640309									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124	1402	1462	9621	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		SCOTT D. KRUGER							
09	LIEN CLAIMANT		3837 W. FIVE MILE PEAK DRIVE		QUEEN CREEK		AZ		85142	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF	
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED		Maturity OR	
10	YEAR MAKE		X		X		X		Maturity DATE	
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	8									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640318									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1402 1462 9622	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				M5S1S4
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		SIDNEY DIAMOND REVOCABLE TRUST							
	LIEN CLAIMANT									
09	ADDRESS		45 HAWTHORNE ROAD		BARRINGTON HILLS		IL		60010	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	MATURITY DATE	
10		X	X	X	X					
0	YEAR MAKE		MODEL		V.I.N.					
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	87									

TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500640327								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124 1402 1462 9623	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR								
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.				
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR								
06	NAME		BUSINESS NAME						
07	ADDRESS								
008	SECURED PARTY /		SSSB PARTNERSHIP						
	LIEN CLAIMANT								
09	ADDRESS		1699 PEBBLE BEACH WAY						
0	COLLATERAL CLASSIFICATION			MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED	60061
	CONSUMER			INCLUDED			MATURITY	OR	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	Maturity DATE			
	X	X	X	X	X				
0	YEAR MAKE		V.I.N.						
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING		TYR LLP						
	AGENT								
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302					TORONTO	ON M5V1E3
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***								
0	CONTINUED...								
	88								

TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500640336								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124 1402 1462 9624	P	PPSA	5		
0	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR								
03	NAME			BUSINESS NAME	CREATIVE WEALTH MEDIA FINANCE CORP.				
				ONTARIO CORPORATION NO.					
04				ADDRESS	151 BLOOR STREET WEST, SUITE 700	TORONTO	ON M5S1S4		
0	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR								
06	NAME			BUSINESS NAME					
				ONTARIO CORPORATION NO.					
07				ADDRESS					
008	SECURED PARTY /			STEARNS FAMILY TRUST					
	LIEN CLAIMANT								
09				ADDRESS	2014 COUNTRY COVE COURT	LAS VEGAS	NV	89135	
0	COLLATERAL CLASSIFICATION								
	CONSUMER			MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY	OR	MATURITY DATE		
	X	X	X	X	V.I.N.				
0	YEAR MAKE			MODEL					
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING			TYR LLP					
	AGENT								
17				ADDRESS	488 WELLINGTON STREET WEST SUITE 300-302	TORONTO	ON	M5V1E3	
0				*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***					
0				CONTINUED...					
				89					

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500640345

0	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD

01	01	001	20231124	1402
0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02	DEBTOR
03	NAME
	BUSINESS NAME
	CREATIVE WEALTH MEDIA FINANCE CORP.

04	ADDRESS	151 BLOOR STREET WEST, SUITE 700	TORONTO	ON	M5S1S4	ONTARIO CORPORATION NO.

0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
0				

05	DEBTOR
06	BUSINESS NAME

ONTARIO CORPORATION NO.

07	ADDRESS	
008	SECURED PARTY /	THOMAS FLANAGAN BOTH

09	LIEN CLAIMANT	ADDRESS	555 12TH STREET, SUITE 900	OAKLAND	CA	94607

COLLATERAL CLASSIFICATION

CONSUMER

GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

10

0 YEAR MAKE

11 MOTOR

12 VEHICLE

013 GENERAL.

14 COLLEATERRA

IF	COMPLIANCE	DESCRIPTION
15		

IS
DESCRIPTION
016
DECTSTEPINC

VIO REGISTERING TIN LEE

17 ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO ON M5V1E3
 AGENT1 *** EOB ENTERED INFORMATION CONTACT FILE SECURED DATA ***

0 FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
0
0 CONTINUED... 90

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500640354									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED		REGISTRATION
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER		UNDER		PERIOD	
01		01	001	20231124	1402	1462	9626	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.		M5S1S4	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		VALERIE KNIGHT				ONTARIO CORPORATION NO.			
	LIEN CLAIMANT									
09	ADDRESS		4205 AMELIA WAY		NAPLES		FL		34119	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY		OR MATURITY DATE	
0	YEAR	MAKE	X	X	X		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	91									

TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500640363								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD	
01		01	001			20231124 1402 1462 9627	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR								
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.						
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR								
06	BUSINESS NAME		ONTARIO CORPORATION NO.						
07	ADDRESS								
008	SECURED PARTY /		WILLIAM C. SCHROEDER REVOCABLE TRUST						
	LIEN CLAIMANT								
09	ADDRESS		12467 54TH AVE N		PLYMOUTH		MN 55442		
0	COLLATERAL CLASSIFICATION								
	CONSUMER								
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	
10		X	X	X	X		MATURITY	OR	MATURITY DATE
0	YEAR		MAKE		MODEL				
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING								
	AGENT								
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ONTARIO CORPORATION NO.		
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***								
0	CONTINUED...								
	99								

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651181									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001			20231124 1703 1462 9828	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		ROMO PARTNERS LLC							
	LIEN CLAIMANT									
09	ADDRESS		340 EAST RANDOLPH, #4203		CHICAGO		IL		60601	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		DATE OF		NO FIXED	
10	YEAR MAKE		X		X		Maturity		OR Maturity DATE	
0	YEAR MAKE		X		X		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	9									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651199									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1703 1462 9829	P	5			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		SCOTT M. KINGERY							
	LIEN CLAIMANT									
09	ADDRESS		2715 W JETTON AVE		TAMPA		FL		33629	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED	
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		MATERIALITY		OR MATURITY DATE	
10	YEAR MAKE		X X		MODEL		V.I.N.			
0										
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	99									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651208									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9830		20231124 1703 1462 9830	P PPSA	5	
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	NAME BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	NAME BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / SHEILA J. ELGAMIL TRUST									
09	LIEN CLAIMANT									
0	COLLATERAL CLASSIFICATION ADDRESS 8928 KENTON AVENUE SKOKIE IL 60076									
CONSUMER										
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
0	YEAR		MAKE	X X		MODEL	V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING TYR LLP									
17	AGENT									
0	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	99									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651217

CAUTION

FILE NO.	DATE OF FILING	NO. OF PAGES
1	10/1/2010	10
2	10/1/2010	10
3	10/1/2010	10
4	10/1/2010	10
5	10/1/2010	10
6	10/1/2010	10
7	10/1/2010	10
8	10/1/2010	10
9	10/1/2010	10
10	10/1/2010	10
11	10/1/2010	10
12	10/1/2010	10
13	10/1/2010	10
14	10/1/2010	10
15	10/1/2010	10
16	10/1/2010	10
17	10/1/2010	10
18	10/1/2010	10
19	10/1/2010	10
20	10/1/2010	10
21	10/1/2010	10
22	10/1/2010	10
23	10/1/2010	10
24	10/1/2010	10
25	10/1/2010	10
26	10/1/2010	10
27	10/1/2010	10
28	10/1/2010	10
29	10/1/2010	10
30	10/1/2010	10
31	10/1/2010	10
32	10/1/2010	10
33	10/1/2010	10
34	10/1/2010	10
35	10/1/2010	10
36	10/1/2010	10
37	10/1/2010	10
38	10/1/2010	10
39	10/1/2010	10
40	10/1/2010	10
41	10/1/2010	10
42	10/1/2010	10
43	10/1/2010	10
44	10/1/2010	10
45	10/1/2010	10
46	10/1/2010	10
47	10/1/2010	10
48	10/1/2010	10
49	10/1/2010	10
50	10/1/2010	10
51	10/1/2010	10
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53	10/1/2010	10
54	10/1/2010	10
55	10/1/2010	10
56	10/1/2010	10
57	10/1/2010	10
58	10/1/2010	10
59	10/1/2010	10
60	10/1/2010	10
61	10/1/2010	10
62	10/1/2010	10
63	10/1/2010	10
64	10/1/2010	10
65	10/1/2010	10
66	10/1/2010	10
67	10/1/2010	10
68	10/1/2010	10
69	10/1/2010	10
70	10/1/2010	10
71	10/1/2010	10
72	10/1/2010	10
73	10/1/2010	10
74	10/1/2010	10
75	10/1/2010	10
76	10/1/2010	10
77	10/1/2010	10
78	10/1/2010	10
79	10/1/2010	10
80	10/1/2010	10
81	10/1/2010	10
82	10/1/2010	10
83	10/1/2010	10
84	10/1/2010	10
85	10/1/2010	10
86	10/1/2010	10
87	10/1/2010	10
88	10/1/2010	10
89	10/1/2010	10
90	10/1/2010	10
91	10/1/2010	10
92	10/1/2010	10
93	10/1/2010	10
94	10/1/2010	10
95	10/1/2010	10
96	10/1/2010	10
97	10/1/2010	10
98	10/1/2010	10
99	10/1/2010	10
100	10/1/2010	10

	01	01	001
	01	01	001

DATE OF BIRTH:

DEBTOR 02

03 NAME: BUSINESS NAME:

[illegible]

04 ADDRESS

0
DATE OF BIRTH
ADDRESS

DATE OF BIRTH 05 DEBTOR

05 DEEDON
06 NAME
07 BUSINESS NAME

CONTENT

2

07 ADDRESS

01	008	CECILED BARTY /	ADDRESS

008 SECURED FAMILY /
T TEN CEMENTANT

00
7 ADDRESS
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION
CONCURRED

CONSUMER
GOODS
CATEGORY

GOODS	INVENTORY	EQUITY
100	100	100

OT

YEAR MAKE

LI MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION
15	

016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651226									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1703 1462 9832	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		TERRILL D. SWIFT TRUST							
	LIEN CLAIMANT									
09	ADDRESS		42548 MUSCAT CIRCLE		MURRIETA		CA		92562	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED		
0		X	X	X	X		MATURITY	OR	MATURITY	DATE
11	YEAR		MAKE		MODEL		V.I.N.			
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING		TYR LLP							
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	97									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651235

CAUTION

FILLING

01

DATE:

02 DEBTOR

03 NAME:

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04

DATE _____

05 DEBTOR
DATE

05	DEDUCTION
06	NAME

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008 RECEIVED PARTY

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LIEN CLAIMANT

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14 COLLATERAL

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651235									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9833		20231124 1703 1462 9833	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		IFEADIKACHUKWU ODENIGBO							
09	ADDRESS		511 WOODBOURNE TRAIL		CENTERVILLE		OH		45459	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY OR NO FIXED MATURITY DATE			
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	98									

TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500651244								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124 1703 1462 9834	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME		BUSINESS NAME	CREATIVE WEALTH MEDIA FINANCE CORP.					
04			ADDRESS	151 BLOOR STREET WEST, SUITE 700	TORONTO	ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME	ON M5S1S4			
05	DEBTOR								
06	NAME		BUSINESS NAME						
07			ADDRESS	ONTARIO CORPORATION NO.					
008	SECURED PARTY /		NORMAN JACOBS LIVING TRUST						
	LIEN CLAIMANT								
09			ADDRESS	3180 BURGUNDY DRIVE NORTH	PALM BEACH GARDENS	FL	33410		
0	COLLATERAL CLASSIFICATION								
	CONSUMER								
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	DATE OF	NO FIXED		
		X	X	X		MATURITY OR	MATURITY DATE		
0	YEAR MAKE		MODEL						
			V.I.N.						
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING		TYR LLP						
	AGENT								
17			ADDRESS	488 WELLINGTON STREET WEST SUITE 300-302	TORONTO	ON	M5V1E3		
0			*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***						
0			CONTINUED...						
			90						

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651253

CAUTION

FILING	NO.	OF	PAGES
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
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20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
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DATE OF BIRTH

02 DEBTOR

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04 ADDRESS

DATE OF BIRTH

05 DEBTOR LIST OF DEBTOR

05 SECTION
06 NAME
BUSINESS NAME

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07 ADDRESS

008 SECURED PARTY / ADDRESS

DECLINED EXAM /
L'EN CLAMANT

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ADDRESS

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FIELD CLEANSING

03	COLLATERAL ASSISTICATION	ADDRESS
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COLLATERAL CLASSIFICATION
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15 RECORDS SECTION

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016 REGISTERING

AGENTI

ADDRESS _____

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651253									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9835			P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		PATRICK D. HORD DECLARATION OF TRUST							
09	ADDRESS		2742 SHEARER ROAD		BUCYRUS		OH		44820	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		DATE OF MATURITY OR MATURITY DATE	
10	YEAR MAKE		X		X		MODEL		V.I.N.	
0										
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	10									

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651298									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9839		20231124 1703 1462 9839	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		WRTR INVESTMENTS LLC							
09	ADDRESS		4420 CALIFORNIA AVENUE		LONG BEACH		CA		90807	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE INCLUDED		DATE OF MATURITY		NO FIXED MATURITY DATE	
10	GOODS INVENTORY		EQUIPMENT ACCOUNTS OTHER		INCLUDED		DATE OF MATURITY		NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	104									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651307									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124	1703	1462	9840	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		MARK R. BURNSTINE REVOCABLE TRUST							
	LIEN CLAIMANT									
09	ADDRESS		310 GROVE STREET		GLENCOE		IL		60022	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	MATURITY DATE	
0		X	X	X	X		V.I.N.			
11	YEAR		MAKE		MODEL					
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651316

CAUTION

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02 DEBTOR

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05 DEBTOR

06 NAME

REFERENCES

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008 SECURED PARTY

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651316									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1703 1462 9841	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				MS1S4
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		MARK TURCHAN							
	LIEN CLAIMANT									
09	ADDRESS		2307 OLD HICKS ROAD		LONG GROVE		IL		60047	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	DATE OF		NO FIXED		
		X	X	X	X	MATURITY		OR		MATURITY DATE
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	10									

CONTINUED... 106

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651325

CAUTION

FILING	NO.	OF	PAGES
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
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DATE OF BIRTH

DATE OF PRINT 05 DEBTOR

05 DEEDON
06 NAME BUSINESS NAME

FILENAME	CC
FILENAME	CC

07 ADDRESS

ADDRESS	CECIPED DATEV /
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008 SECURED PART II / I TEN CEMENT

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12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION
15	

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AGENT

17 ADDRESS

TYPE OF SEARCH : BUSINESS DEBTOR														
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.														
FILE CURRENCY : 25FEB 2024														
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN														
0	FILE NUMBER													
00	500651334													
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED		REGISTRATION				
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER		PERIOD				
01		01	001	20231124 1703 1462 9843		P		PPSA		5				
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME							
02	DEBTOR													
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.									
04					ONTARIO CORPORATION NO.									
0	DATE OF BIRTH		ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ON		M5S1S4			
05					FIRST GIVEN NAME		INITIAL		SURNAME					
06	BUSINESS NAME													
07	ADDRESS													
008	SECURED PARTY /		MONTRE HARTAGE											
	LIEN CLAIMANT													
09	ADDRESS		103 ROSS STREET		CORDELE		GA		31015					
0	COLLATERAL CLASSIFICATION				MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED			
	CONSUMER		INVENTORY		EQUIPMENT		ACCOUNTS		OTHER		INCLUDED		MATURITY OR	
10	GOODS		X		X		X		X		DATE		Maturity	
0	YEAR		MAKE		MODEL		V.I.N.							
11	MOTOR													
12	VEHICLE													
013	GENERAL													
14	COLLATERAL													
15	DESCRIPTION													
016	REGISTERING		TYR LLP											
	AGENT													
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3					
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***													
0	CONTINUED...												108	

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651343									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1703	1462	9844	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY /		SCHMIDT FINANCIAL GROUP DEFINED BENEFIT PLAN							
	LIEN CLAIMANT									
09	ADDRESS		450 SKOKIE BLVD., STE 507		NORTHBROOK		IL		60062	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	MATURITY	OR	MATURITY DATE
0		X	X	X	X		V.I.N.			
11	YEAR		MAKE		MODEL					
12	MOTOR									
13	VEHICLE									
14	GENERAL									
15	COLLATERAL									
16	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	109									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651352									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1703 1462 9845	P	PSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		JEAN L. BURNSTINE REVOCABLE TRUST							
	LIEN CLAIMANT									
09	ADDRESS		310 GROVE STREET		GLENCOE		IL		60022	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED	
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED		MATURITY OR	
10	YEAR MAKE		X		X		MODEL		V.I.N.	
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11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	110									

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

RUN NUMBER : 057
RUN DATE : 2024/02/26
ID : 20240226105105.66

REPORT : PSSR060
PAGE : 110

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651361

CAUTION

FILING	NO.	OF	PAGES
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
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DATE OF BIRTH

02 DEBTOR

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04 ADDRESS

DATE OF BIRTH

05 DEBTOR
00 CREDIT

03 DEEDS
06 NAME BUSINESS NAME

CONTENTS

07 ADDRESS

008 SECURED PARTY / ADDRESS

DECLINED PAYMENT /
LIEN CLAIMANT

09 DEFENDANT'S ADDRESS

[illegible]COLLATERAL CLASSIFICATION
CONSUMER

CONSUMER INVENTORY EQUITY

10 GOODS INVENTORY EQUIP V V

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MOTOR

VEHICLE
CENTRAL

U13 GENERAL

14 COLLATERAL
15 RECEIPT FROM

DESCRIPTION	DATE	AMOUNT	CHECK NO.	BANK	REMARKS
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016 REGISTERING

AGENT'

ADDRESS _____

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RUN NUMBER : 057
RUN DATE : 2024/02/26
ID : 20240226105105.66
PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE
REPORT : PSSR060
PAGE : 112

	TYPE OF SEARCH : BUSINESS DEBTOR							
	SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.							
	FILE CURRENCY : 25FEB 2024							
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
0	FILE NUMBER							
00	500651388							
0	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001		20231124	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME			
02	DEBTOR							
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.					
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME		M5S1S4	
05	DEBTOR							
06	BUSINESS NAME							
07	ADDRESS							
008	SECURED PARTY / LIEN CLAIMANT		KYLE CLIFFORD					
09	ADDRESS		12755 ENGLISH WALNUT DRIVE		ST. LOUIS		MO 63131	
0	COLLATERAL CLASSIFICATION							
	CONSUMER		MOTOR VEHICLE INCLUDED		AMOUNT		NO FIXED MATURITY DATE	
10	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER		INCLUDED		MATURITY OR		Maturity DATE	
0	YEAR MAKE		MODEL		V.I.N.			
11	MOTOR							
12	VEHICLE							
013	GENERAL							
14	COLLATERAL							
15	DESCRIPTION							
016	REGISTERING AGENT							
17	ADDRESS		TYR LLP		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***							
0	CONTINUED... 11							

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651397									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9849		20231124 1703 1462 9849	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		LAWRENCE R. GOULD							
07	ADDRESS		140 HAWTHORN AVENUE		GLENCOE		IL 60022			
08	SECURED PARTY / LIEN CLAIMANT		140 HAWTHORN AVENUE		GLENCOE		IL 60022			
09	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT DATE OF MATURITY OR MATURITY DATE			
10	GOODS		INVENTORY EQUIPMENT ACCOUNTS OTHER		INCLUDED		NO FIXED MATURITY DATE			
11	YEAR MAKE		X		X		V.I.N.			
12	MOTOR VEHICLE		X		X		MODEL			
13	GENERAL		X		X		V.I.N.			
14	COLLATERAL		X		X		MODEL			
15	DESCRIPTION		X		X		V.I.N.			
16	REGISTERING AGENT		TYR LLP		TYR LLP		V.I.N.			
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		TORONTO ON M5V1E3			
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651406									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9850		20231124 1703 1462 9850	P PPSA	5	
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	NAME BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	NAME BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / BURT S. URY									
09	LIEN CLAIMANT									
0	COLLATERAL CLASSIFICATION ADDRESS 665 SHERIDAN ROAD HIGHLAND PARK IL 60035									
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED		DATE OF MATURITY	NO FIXED	
0		X	X	X	X	V.I.N.				
11	YEAR MAKE MODEL									
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651415									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9851		20231124 1703 1462 9851	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		CATHERINE KLEINSCHMIDT							
09	ADDRESS		7848 ROYALTY, APT. C		LOUISVILLE		KY		40222	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED					
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	11									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651424									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9852		20231124 1703 1462 9852	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.		ONTARIO CORPORATION NO.			
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ON M5S1S4	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	NAME		BUSINESS NAME				ONTARIO CORPORATION NO.			
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		CHARLOTTE FELDMAN POA NORMAN JACOBS							
09	ADDRESS		3180 BURGUNDY DRIVE NORTH		PALM BEACH GARDENS		FL		33410	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		Maturity		OR	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	117									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651433

CAUTION

FILING	NO.	OF	PAGES
1	1	1	1
2	2	2	2
3	3	3	3
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DATE OF BIRTH

02 DEBTOR

NAME: BUSINESS NAME:

[illegible]

04 ADDRESS

DATE OF BIRTH

05 DEBTOR LIST OF DEBTOR

05 SECTION
06 NAME
BUSINESS NAME

EFFICIENT CONTENT

07 ADDRESS

008 SECURED PARTY / ADDRESS

RECEIVED STATE /
LIEN CLAIMANT

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FIELD CLERK-TANT
ADDRESS

03
COLLATERAL ASSISTICATION
ADDRESS

COLLATERAL CLASSIFICATION
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CONSUMER INVENTORY EQUITY

GOODS INVENTORIES EQUIP

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11	MOED

MOTOR

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01 CENT

013 GENERAL
14 OCT 198314 COLLATERAL
15 RECORDS SECTION

IS	DESCRIPTION
01	DESCRIPTION

016 REGISTERING

AGENTI

ADDRESS _____

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651433									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1703 1462 9853	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				M5S1S4
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		EMILIA ELGAMIL LIVING TRUST							
09	LIEN CLAIMANT		ADDRESS		8928 KENTON AVENUE		SKOKIE		IL	60076
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED		MATURITY OR	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	11									

CONTINUED... 118

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651442

CAUTION

FILE NO. OF PAGE

	01	01	001
	01	01	001

DATE OF BIRTH

DEBTOR 02

03 NAME: BUSINESS NAME:

[illegible]

04 ADDRESS

DATE OF BIRTH

05 DEBTOR
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07 ADDRESS

01	SECRETED PARTY /	ADDRESS
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008 SECURED PART I / TIENT CI TAIMANT

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00 ADDRESS
ATTEN CLAIMANT

03 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER
GOODS
FUTURE

GOODS	INVENTORY	EQUITY
10	22	32

01

YEAR MAKE

11 MOTOR

VEHICLE 12

013 GENERAL

14 COLLATERAL

15 DESCRIPTION

016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651442									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED		REGISTRATION
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER		UNDER		PERIOD	
01		01	001	20231124	1703	1462	9854	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO		CORPORATION NO.	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		ERIC WILSON				ONTARIO		CORPORATION NO.	
09	LIEN CLAIMANT		631 NORTH BROAD STREET, #204		PHILADELPHIA		PA		19123	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED			
10	YEAR MAKE		X		X		MODEL			
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11	VEHICLE									
12	GENERAL									
013	COLLATERAL									
14	DESCRIPTION									
15	REGISTERING									
016	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651469

CAUTION

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COLLATERAL CLAIMS

CONSUMER

GOODS

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MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651478

CAUTION

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02 DEBTOR

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05 DEBTOR
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COLLATERAL CLAIMS

CONSUMER

GOODS

01

0 YEAR

MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

	DESCRIPTION
15	

016 REGISTERING

AGENT

17

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651478									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9857		20231124 1703 1462 9857	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.					
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	NAME		BUSINESS NAME		ONTARIO CORPORATION NO.					
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		JAMI YOUNANS							
09	ADDRESS		1441 LITTLE RAVEN ST., APT 12001		DENVER		CO		80202	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		Maturity		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	129									

CONTINUED...

TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500651487								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD		
01		01	001		20231124 1703 1462 9858	P PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR								
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.				
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR								
06	NAME		BUSINESS NAME						
07			ADDRESS						
008	SECURED PARTY /		JEAN L. BURNSTINE GS TRUST						
	LIEN CLAIMANT								
09			ADDRESS		310 GROVE STREET		GLENCOE		IL 60022
0	COLLATERAL CLASSIFICATION								
	CONSUMER		INVENTORY		EQUIPMENT		ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED
10	GOODS	X	X	X	DATE OF		NO FIXED		
0	YEAR MAKE		MODEL		V.I.N.				
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING		TYR LLP						
	AGENT								
17			ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3
0			*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***						
0			CONTINUED...						
			123						

TYPE OF SEARCH	: BUSINESS DEBTOR										
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.										
FILE CURRENCY	: 25FEB 2024										
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
0	FILE NUMBER										
00	500651505										
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD			
01		01	001		20231124	1703	1462	9860	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR										
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.								
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.				
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR										
06	BUSINESS NAME										
07	ADDRESS										
008	SECURED PARTY /		BENJAMIN BENNETT IV								
	LIEN CLAIMANT										
09	ADDRESS		2315 COUNTRY CLUB DR.		AVON		OH		44011		
0	COLLATERAL CLASSIFICATION										
	CONSUMER										
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED			
10		X	X	X	X		MATURITY	OR	MATURITY	DATE	
0	YEAR MAKE		MODEL		V.I.N.						
11	MOTOR										
12	VEHICLE										
013	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
016	REGISTERING										
	AGENT										
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3		
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										
0	CONTINUED...										
	12										

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651514									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9861		20231124 1703 1462 9861	P PPSA	5	
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / 2012 DPDS FUND LP									
09	LIEN CLAIMANT									
0	COLLATERAL CLASSIFICATION 333 W. WACKER DR., 6TH FLOOR CHICAGO IL 60606									
10	CONSUMER									
0	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	YEAR MAKE MODEL V.I.N.									
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING TYR LLP									
17	AGENT									
0	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651523									
0	CAUTION FILING	PAGE NO.	PAGE OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9862		20231124 1703 1462 9862	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.					
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	NAME		BUSINESS NAME							
07			ADDRESS		ONTARIO CORPORATION NO.					
008	SECURED PARTY / LIEN CLAIMANT		2012 DPDS FUND LP							
09	ADDRESS		333 W. WACKER DRIVE, 6TH FLOOR		CHICAGO		IL		60606	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED					
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT		TYR LLP							
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	127									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651532

CAUTION

FILING	NO.	OF	PAGES
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DATE OF BIRTH: _____

DEBTOR 02

03 NAME: BUSINESS NAME:

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04 ADDRESS

DATE OF BIRTH

DATE OF PRINT 05 DEBTOR

05 DEEDON
06 NAME BUSINESS NAME

FILENAME	CC
FILENAME	CC

07 ADDRESS

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SECURED PARTY /		

008 SECURED PART I / TIENTSIANT

LIEN CLAIMANT

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12 VEHICLE

013 GENERAL

14 COLLATERAL

15	DESCRIPTION
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016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651532									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9863		20231124 1703 1462 9863	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. ON M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		2012 IRREVOCABLE SUZANNE C. WIESENECK FAMILY GIFT TRUST							
09	ADDRESS		2126 NE 14TH AVENUE		PORTLAND		OR		97212	
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	TYR LLP									
17	AGENT		ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	128									

CONTINUED... 128

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651541

CAUTION

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01

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02 DEBTOR

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DATE: _____

05 DEBTOR DATE

06 NAME

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008 SECURED PARTY

SECOND PARTY
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14 COLLATERAL
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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651541									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9864		20231124 1703 1462 9864	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		AMY GOLD REVOCABLE TRUST							
09	ADDRESS		300 WEST END AVENUE, APT. 5B		NEW YORK		NY		10023	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY OR NO FIXED MATURITY DATE			
0	YEAR MAKE		X		X		MODEL		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	129									

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651559

CAUTION

FILING		NO. OF PAGE	
1	1	1	1
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DEBTOR 02

03 NAME: BUSINESS NAME:

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07 ADDRESS

01	SECRETED PARTY /	ADDRESS
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YEAR MAKE

11 MOTOR

VEHICLE 12

013 GENERAL

14 COLLATERAL

15 DESCRIPTION

016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651568

CAUTION

FILING

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DATE:

02 DEBTOR

03 NAME

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05 DEBTOR
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LIEN CLAIMANT

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CONSUMER

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MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

	DESCRIPTION
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016 REGISTERING

AGENT

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651586

CAUTION

FILING

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02 DEBTOR

03 NAME:

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008 SECURED PARTY

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651586									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001	20231124	1703	1462	9868	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON M5S1S4		
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS									
008	SECURED PARTY /		BBP VII LLC							
	LIEN CLAIMANT		333 W. WACKER DR., 6TH FLOOR		CHICAGO		IL		60606	
09	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF	
0	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED		Maturity OR	
10	YEAR MAKE		X		X		X		Maturity DATE	
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	13									

CONTINUED... 133

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651595									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9869		20231124 1703 1462 9869	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY / LIEN CLAIMANT		BOGESS FAMILY 1994 IRREVOCABLE TRUST							
09	ADDRESS		3837 QUAIL RIDGE DRIVE		BOYNTON BEACH		FL		33436	
0	COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		INCLUDED			
0	YEAR MAKE		X		X		X		MODEL	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
0	AGENT		TYR LLP		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
0	134									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651604									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9870		20231124 1703 1462 9870	P PPSA	5	
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700 TORONTO									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / 5TH AMENDMENT & COMPLETE RESTATEMENT OF THE BRUCE BERMAN 2001 TRUST									
09	LIEN CLAIMANT									
0	COLLATERAL CLASSIFICATION									
	CONSUMER	MOTOR VEHICLE		AMOUNT	DATE OF MATURITY		OR	Maturity DATE		
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
0	YEAR	MAKE	X		X	X	V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651613									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001	001	20231124 1703 1462 9871		20231124 1703 1462 9871	P	PPSA	5
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	NAME BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 151 BLOOR STREET WEST, SUITE 700									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	NAME BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / EDWARD M. SCHAEFFER									
09	LIEN CLAIMANT									
0	COLLATERAL CLASSIFICATION ADDRESS 345 ELDER LANE WINNETKA IL 60093									
CONSUMER										
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED		DATE OF MATURITY	NO FIXED	
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12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING TYR LLP									
17	AGENT									
0	ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED... 13									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

00 500651622

CAUTION

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COLLATERAL CLAIMS

CONSUMER

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12 VEHICLE

013 GENERAL

14 COLLATERAL

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TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	500651631								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD		
01		01	001	20231124 1703 1462 9873	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR								
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.				
					ONTARIO CORPORATION NO.				
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700	TORONTO			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR								
06	NAME		BUSINESS NAME						
					ONTARIO CORPORATION NO.				
07			ADDRESS						
008	SECURED PARTY /		GORDON R. MILLER REVOCABLE TRUST						
	LIEN CLAIMANT								
09			ADDRESS		14289 W SHELLEY LANE	WADSWORTH		IL	60083
0	COLLATERAL CLASSIFICATION								
	CONSUMER								
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	
		X	X	X	X		MATURITY	OR	MATURITY DATE
0	YEAR MAKE		V.I.N.						
11	MOTOR								
12	VEHICLE								
013	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
016	REGISTERING		TYR LLP						
	AGENT								
17			ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302	TORONTO		ON	M5V1E3
0					*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***				
0					CONTINUED...				
					138				

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651649

CAUTION

FILE NO.	DATE	FILED	NO.	OF	P.
100	10/10/10	100	100	100	100

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03 NAME: BUSINESS NAME:

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05 DEBTOR DATE OF BIRTH

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06 NAME
BUSINESS NAME

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07 ADDRESS

U /	008	CECILED	DATEY /	ADDRESS

008 SECURED PART I / T I E N C I A M A N T

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013 GENERAL

14 COLLATERAL

15 DESCRIPTION

016 REGISTERING

AGENT

17 ADDRESS

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651658									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		01	001		20231124 1703 1462 9875	P	PSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				M5S1S4
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		MORPHEUS ABSOLUTE ALPHA SELECT OPPORTUNITIES FUND LLC							
008	SECURED PARTY / LIEN CLAIMANT		403 SOUTH LA GRANGE ROAD		LA GRANGE		IL		60525	
09	COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR MATURITY DATE	
0	CONSUMER		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		MOTOR VEHICLE		NO FIXED	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		MOTOR VEHICLE		NO FIXED	
0	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR		X		X		X		V.I.N.	
12	VEHICLE		X		X		X		V.I.N.	
013	GENERAL		X		X		X		V.I.N.	
14	COLLATERAL		X		X		X		V.I.N.	
15	DESCRIPTION		X		X		X		V.I.N.	
016	REGISTERING		X		X		X		V.I.N.	
AGENT	TYR LLP		X		X		X		V.I.N.	
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.		***		***		***		***	
0	CONTINUED...		140		140		140		140	

1
RUN NUMBER : 057
RUN DATE : 2024/02/26
ID : 20240226105105.66

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSP060
PAGE : 140

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 500651667

CAUTION

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COLLATERAL CLAIMS

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15	DESCRIPTION
16	1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand what customers want and what problems they are facing. Once a need is identified, the next step is to develop a concept that addresses that need. This is often done through brainstorming and prototyping. The concept is then refined and a business plan is created. Finally, the product is developed and launched into the market.

016 REGISTERING

AGENT

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024
- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
0 FILE NUMBER

	00	500651676	PAGE	TOTAL	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
CAUTION FILING	0		NO.	PAGES				
	01		01	001	FIRST GIVEN NAME	20231124 1703 1462 9877	P PPSA	5
	0		DATE OF BIRTH		INITIAL SURNAME			

02	DEBTOR	
03	NAME	CREATIVE WEALTH MEDIA FINANCE CORP.

04	ADDRESS	151 BLOOR STREET WEST, SUITE 700	TORONTO	ONTARIO CORPORATION NO.
				M5S1S4

0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			

06	NAME	BUSINESS NAME	ONTARIO CORPORATION NO.

07 ADDRESS
008 SCOTT R. FRANK LIVING TRUST

09	LIEN CLAIMANT	ADDRESS	905 FOREST AVE.	DEERFIELD	IL	60015

0	COLLATERAL CLASSIFICATION	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
	CONSUMER				

	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
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10			X		X				

	YEAR	MAKE	MODEL	V.I.N.
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11		MOTOR		

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016 REGISTERING
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TYR LLP

17 ADDRESS 488 WELLINGTON STREET WEST SUITE 300-302 TORONTO ON M5V1E3
0 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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CONTINUED... 142

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651694									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001			20231124 1703 1462 9879	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		VALERIE KNIGHT							
	LIEN CLAIMANT									
09	ADDRESS		4205 AMELIA WAY		NAPLES		FL		34119	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED			
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MATURITY	OR	MATURITY	DATE	
0		X	X	X	X	V.I.N.				
11	YEAR		MAKE		MODEL					
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	144									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	500651703									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		01	001		20231124	1703	1462	9880	P	PPSA 5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.		M5S1S4	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
08	SECURED PARTY /		LAWRENCE BOBER CPA LLC SAVINGS PLAN							
	LIEN CLAIMANT									
09	ADDRESS		1699 PEBBLE WAY		VERNON HILLS		IL		60061	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT	DATE OF		NO FIXED		
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
	X	X	X	X	X					
0	YEAR		MAKE		MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	14									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

00 798629175

CAUTION

FILING NO. OF PAGES

	01	001	1

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05 DEBTOR
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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	798629238									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD		
01		001	1			20231101 0853 1793 3486	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME	ON M5S1S4			
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS		ONTARIO CORPORATION NO.							
008	SECURED PARTY /		ETHAN SCHMIDT							
	LIEN CLAIMANT									
09	ADDRESS		450 SKOKIE BLVD, SUITE 507E		NORTHBROOK		IL		60062	
0	COLLATERAL CLASSIFICATION									
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10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	MATURITY DATE	
0	X	X	X	X	X					
11	YEAR		MAKE		MODEL		V.I.N.			
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	149									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 798629265

CAUTION

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 798629274

CAUTION

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 798629301

CAUTION

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	798629301									
0	CAUTION FILING	PAGE NO.	PAGES	TOTAL	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		001	1			20231101 0854 1793 3489	P	PPSA	5	
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL	SURNAME			
02	DEBTOR									
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.					
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4	
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL	SURNAME			
05	DEBTOR									
06	NAME		BUSINESS NAME							
07			ADDRESS		ONTARIO CORPORATION NO.					
008	SECURED PARTY / LIEN CLAIMANT		SSSB PARTNERSHIP							
09			ADDRESS		1699 PEBBLE BEACH WAY		VERNON HILLS		IL 60061	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED					
	YEAR MAKE		X		X		X		V.I.N.	
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT		TYR LLP							
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	151									

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	798629337									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001	1		20231101 0854 1793 3490			P	PSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
02	DEBTOR									
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.					
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO. M5S1S4	
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
05	DEBTOR									
06	NAME		BUSINESS NAME							
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		JEFFREY W. KROL							
09	ADDRESS		1200 GRANVILLE AVE							
0	COLLATERAL CLASSIFICATION		PARK RIDGE IL 60068							
	CONSUMER									
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		DATE OF MATURITY OR MATURITY DATE		
0	YEAR		MAKE	X		X		V.I.N.		
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302 TORONTO							
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	151									

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	798629346									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001	1		20231101 0855 1793 3491			P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700			TORONTO		ONTARIO CORPORATION NO.		
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		BRIAN R. BIDWILL AND MARCIA BIDWILL TRUST							
09	ADDRESS		270 VISTA GRANDE			GREENBRAE		CA		94904
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
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12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302			TORONTO		ON		M5V1E3
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

00 798629364

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15	DESCRIPTION
16	1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand what customers want and what problems they are facing. Once a need is identified, the next step is to develop a concept that addresses the need. This is often done through brainstorming and prototyping. The concept is then refined and a business plan is developed. Finally, the product is manufactured and marketed to the target audience.

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	798629427									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		001	1		20231101 0855 1793 3493	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
08	SECURED PARTY /		RONALD BERMAN REVOCABLE TRUST							
	LIEN CLAIMANT									
09	ADDRESS		27 N. WACKER DRIVE, #518		CHICAGO		IL		60606	
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
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15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302		TORONTO		ON		M5V1E3	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

00 798629454

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	798629454									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001	1		20231101 0856 1793 3495			P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
02	DEBTOR									
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.					
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700			TORONTO		ONTARIO CORPORATION NO.		
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
05	DEBTOR									
06	NAME		BUSINESS NAME		ONTARIO CORPORATION NO.					
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		LAWRENCE BOBER							
09	ADDRESS		1699 PEBBLE BEACH WAY			VERNON HILLS		IL 60061		
0	COLLATERAL CLASSIFICATION									
	CONSUMER		MOTOR VEHICLE			AMOUNT		DATE OF MATURITY OR NO FIXED MATURITY DATE		
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED				
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11	MOTOR									
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013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING AGENT		TYR LLP							
17	ADDRESS		488 WELLINGTON STREET WEST SUITE 300-302			TORONTO		ON M5V1E3		
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	157									

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TYPE OF SEARCH : BUSINESS DEBTOR									
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY : 25FEB 2024									
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER								
00	798629499								
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD		
01	001	1	20231101	0856 1793 3496	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR		CREATIVE WEALTH MEDIA FINANCE CORP.						
03	NAME		ONTARIO CORPORATION NO.						
04			ADDRESS	151 BLOOR STREET WEST, SUITE 700	TORONTO	ON M5S1S4			
0	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME		ONTARIO CORPORATION NO.						
07			ADDRESS						
008	SECURED PARTY /		BRUCE BERMAN						
	LIEN CLAIMANT								
09			ADDRESS	2500 MEADOW AVE	BOULDER	CO	80304		
0	COLLATERAL CLASSIFICATION								
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10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED	
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15	DESCRIPTION								
016	REGISTERING		TYR LLP						
	AGENT								
17			ADDRESS	488 WELLINGTON STREET WEST SUITE 300-302	TORONTO	ON	M5V1E3		
0			*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***						
0			CONTINUED... 158						

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

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07	SECURED PARTY /	ADDRESS
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

RUN NUMBER : 057
RUN DATE : 2024/02/26
ID : 20240226105105.66

REPORT : PSSR060
PAGE : 160

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 792677943

CAUTION

FILLING

01

DATE:

02 DEBTOR

03 NAME: 03

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04

DATE _____

05 DEBTOR
DATE

05	DEDUCTION
06	NAME

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LIEN CLAIMANT

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COLLATERAL CLAIMS

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MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

	DESCRIPTION
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016 REGISTERING

AGENT

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 792624735

CAUTION

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02 DETECTOR

03 NAME

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DATE	DEBTOR	05

06 NAME

2007-2008

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T I E N C I A M A N T

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COLLATERAL CLAIMS

CONSUMER

GOODS

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11 MOTOR

12 VEHICLE

013 GENERAL

14 COLLATERAL

	DESCRIPTION
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AGENT

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	792624735									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001	2		20230424 1445 1793 6012			P	PPSA	3
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
02	DEBTOR									
03	NAME		BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.					
04			ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.	
0	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL SURNAME				
05	DEBTOR									
06	NAME		BUSINESS NAME							
07	ADDRESS									
008	SECURED PARTY / LIEN CLAIMANT		NICHOLAS PATTERSON							
09	ADDRESS		400 BAY CROSSING ROAD							
0	COLLATERAL CLASSIFICATION		MOUNT PLEASANT SC 29464							
CONSUMER										
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
0		X	X	X	X	100000				
11	YEAR		MAKE		MODEL		V.I.N.			
12	MOTOR VEHICLE									
013	GENERAL									
14	ALL OF THE DEBTOR'S PROPERTY, ASSETS AND UNDERTAKING OF ANY KIND OR NATURE, NOW OWNED OR AFTER ACQUIRED INCLUDING, WITHOUT LIMITATION,									
15	THE FOLLOWING DESCRIBED PROPERTY ACCOUNTS, INVENTORY, EQUIPMENT,									
016	REGISTERING ORR TAYLOR LLP									
17	AGENT		ADDRESS		500-200 ADELAIDE STREET WEST		TORONTO		ON M5H1W7	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	162									

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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

RUN NUMBER : 057
RUN DATE : 2024/02/26
ID : 20240226105105.66

REPORT : PSSR060
PAGE : 162

	TYPE OF SEARCH : BUSINESS DEBTOR					
	SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.					
	FILE CURRENCY : 25FEB 2024					
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN					
0	FILE NUMBER					
00	792624735					
0	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER PERIOD
01		002	2		20230424 1445 1793	6012
0	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME	

03	NAME	BUSINESS NAME	ONTARIO CORPORATION NO.

0	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.

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	YEAR	MAKE	MODEL	V. I. N.
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12		VEHICLE		
013		GENERAL		
14		COLLATERAL		
			CHattel Paper, Instruments, Intangibles, Leases, Money, Documents of Title, Books, Records, Securities, Undertaking, and Proceeds.	

17 ADDRESS
0 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 791646867

CAUTION

FILING

07

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02 DEBTOR

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TYPE OF SEARCH	: BUSINESS DEBTOR
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.
FILE CURRENCY	: 25FEB 2024
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
0	FILE NUMBER
00	791646867
0	CAUTION PAGE TOTAL
	FILING NO. OF PAGES
01	002 2
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
	REGISTRATION NUMBER REGISTRATION PERIOD
	20230321 1542 1590 5664

03	NAME	BUSINESS NAME	ONTARIO CORPORATION NO.

0		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
					ONTARIO CORPORATION NO.

008	SECURED PARTY / LIEN CLAIMANT	ADDRESS	WESTERN BUSINESS CENTER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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0		COLLATERAL CLASSIFICATION					
		CONSUMER					
		GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED		

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14 COLLATERAL
15 DESCRIPTION
016 REGISTERING
AGENT

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

CONTINUED... 165

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 791647209

CAUTION

FILING

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 771980517

CAUTION

FILE NO.	DATE OF FILING	NO. OF PAGES
100-1000000000	10/1/2000	100
100-1000000001	10/1/2000	100
100-1000000002	10/1/2000	100
100-1000000003	10/1/2000	100
100-1000000004	10/1/2000	100
100-1000000005	10/1/2000	100
100-1000000006	10/1/2000	100
100-1000000007	10/1/2000	100
100-1000000008	10/1/2000	100
100-1000000009	10/1/2000	100
100-1000000010	10/1/2000	100
100-1000000011	10/1/2000	100
100-1000000012	10/1/2000	100
100-1000000013	10/1/2000	100
100-1000000014	10/1/2000	100
100-1000000015	10/1/2000	100
100-1000000016	10/1/2000	100
100-1000000017	10/1/2000	100
100-1000000018	10/1/2000	100
100-1000000019	10/1/2000	100
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100-1000000021	10/1/2000	100
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100-1000000023	10/1/2000	100
100-1000000024	10/1/2000	100
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100-1000000026	10/1/2000	100
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100-1000000071	10/1/2000	100
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008 SECURED PARTY /
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008 SECURED PART I / T EN C I A I M A N T

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COLLATERAL CLASSIFICATION
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013 GENERAL

14 COLLATERAL

15	DESCRIPTION
16	1. The first part of the document is a title page.
17	2. The second part of the document is a table of contents.
18	3. The third part of the document is a list of references.
19	4. The fourth part of the document is a bibliography.
20	5. The fifth part of the document is a glossary.
21	6. The sixth part of the document is an index.
22	7. The seventh part of the document is a list of figures.
23	8. The eighth part of the document is a list of tables.
24	9. The ninth part of the document is a list of appendices.
25	10. The tenth part of the document is a list of footnotes.
26	11. The eleventh part of the document is a list of endnotes.
27	12. The twelfth part of the document is a list of references.
28	13. The thirteenth part of the document is a bibliography.
29	14. The fourteenth part of the document is a glossary.
30	15. The fifteenth part of the document is an index.
31	16. The sixteenth part of the document is a list of figures.
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36	21. The twenty-first part of the document is a list of references.
37	22. The twenty-second part of the document is a bibliography.
38	23. The twenty-third part of the document is a glossary.
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40	25. The twenty-fifth part of the document is a list of figures.
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42	27. The twenty-seventh part of the document is a list of appendices.
43	28. The twenty-eighth part of the document is a list of footnotes.
44	29. The twenty-ninth part of the document is a list of endnotes.
45	30. The thirtieth part of the document is a list of references.
46	31. The thirty-first part of the document is a bibliography.
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54	39. The thirty-ninth part of the document is a list of references.
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57	42. The forty-second part of the document is an index.
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59	44. The forty-fourth part of the document is a list of tables.
60	45. The forty-fifth part of the document is a list of appendices.
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62	47. The forty-seventh part of the document is a list of endnotes.
63	48. The forty-eighth part of the document is a list of references.
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65	50. The fiftieth part of the document is a glossary.
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71	56. The fifty-sixth part of the document is a list of endnotes.
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73	58. The fifty-eighth part of the document is a bibliography.
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79	64. The sixty-fourth part of the document is a list of footnotes.
80	65. The sixty-fifth part of the document is a list of endnotes.
81	66. The sixty-sixth part of the document is a list of references.
82	67. The sixty-seventh part of the document is a bibliography.
83	68. The sixty-eighth part of the document is a glossary.
84	69. The sixty-ninth part of the document is an index.
85	70. The seventieth part of the document is a list of figures.
86	71. The seventy-first part of the document is a list of tables.
87	72. The seventy-second part of the document is a list of appendices.
88	73. The seventy-third part of the document is a list of footnotes.
89	74. The seventy-fourth part of the document is a list of endnotes.
90	75. The seventy-fifth part of the document is a list of references.
91	76. The seventy-sixth part of the document is a bibliography.
92	77. The seventy-seventh part of the document is a glossary.
93	78. The seventy-eighth part of the document is an index.
94	79. The seventy-ninth part of the document is a list of figures.
95	80. The eightieth part of the document is a list of tables.
96	81. The eighty-first part of the document is a list of appendices.
97	82. The eighty-second part of the document is a list of footnotes.
98	83. The eighty-third part of the document is a list of endnotes.
99	84. The eighty-fourth part of the document is a list of references.
100	85. The eighty-fifth part of the document is a bibliography.
101	86. The eighty-sixth part of the document is a glossary.
102	87. The eighty-seventh part of the document is an index.
103	88. The eighty-eighth part of the document is a list of figures.
104	89. The eighty-ninth part of the document is a list of tables.
105	90. The ninetieth part of the document is a list of appendices.
106	91. The ninety-first part of the document is a list of footnotes.
107	92. The ninety-second part of the document is a list of endnotes.
108	93. The ninety-third part of the document is a list of references.
109	94. The ninety-fourth part of the document is a bibliography.
110	95. The ninety-fifth part of the document is a glossary.
111	96. The ninety-sixth part of the document is an index.
112	97. The ninety-seventh part of the document is a list of figures.
113	98. The ninety-eighth part of the document is a list of tables.
114	99. The ninety-ninth part of the document is a list of appendices.
115	100. The hundredth part of the document is a list of footnotes.

016 REGISTERING

AGENT

17 ADDRESS

TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	771980526									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001	001	001	20210428 1444 1862 6707		20210428 1444 1862 6707	P	PPSA	5
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
02	DEBTOR									
03	BUSINESS NAME CREATIVE WEALTH MEDIA FINANCE CORP.									
04	ADDRESS 455 COCHRANE DRIVE, SUITE 21 MARKHAM									
0	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME									
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY / PREMIUM TRUST INC.									
09	LIEN CLAIMANT									
0	ADDRESS 36 EGLINTON AVENUE WEST, 7TH FLOOR TORONTO									
0	COLLATERAL CLASSIFICATION									
10	CONSUMER									
0	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
11	YEAR MAKE MODEL V.I.N.									
12	MOTOR									
13	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
0	AGENT									
17	ADDRESS 4100 - 66 WELLINGTON STREET WEST TORONTO									
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
	169									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

00 771980535

CAUTION

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02 DETECTOR

03 NAME

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DATE	05	DEBTOR

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2007-2008

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COLLATERAL CLAIMS

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013 GENERAL

14 COLLATERAL

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	771980544									
0	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION			
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD			
01		001	001		20210428 1444 1862 6709	P	PPSA	5		
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		455 COCHRANE DRIVE, SUITE 21		MARKHAM		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L3R	9R3
05	DEBTOR									
06	BUSINESS NAME									
07	ADDRESS									
008	SECURED PARTY /		JAAM LIMITED							
	LIEN CLAIMANT									
09	ADDRESS		36 EGLINTON AVENUE WEST, 7TH FLOOR		TORONTO		ON		M4R	1A1
0	COLLATERAL CLASSIFICATION									
	CONSUMER									
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF	NO FIXED		
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11	MOTOR									
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013	GENERAL									
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15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		4100 - 66 WELLINGTON STREET WEST		TORONTO		ON		M5K	1B7
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

00 771980553

CAUTION

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15	DESCRIPTION
16	1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand what customers want and what problems they are facing. Once a need is identified, the next step is to develop a concept that addresses that need. This is often done through brainstorming and prototyping. The concept is then refined through further research and development. Finally, the product is tested in the market to see if it meets the need and if it is profitable. If it does, it is launched and marketed. If not, the process starts over.

016 REGISTERING

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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
00	771980562									
0	CAUTION FILING	PAGE NO.	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001	001	001	20210428 1444 1862 6711		1444	P	PPSA	5
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		455 COCHRANE DRIVE, SUITE 21		MARKHAM		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL SURNAME					
05	DEBTOR									
06	BUSINESS NAME		MCFLOW CAPITAL CORP.							
07	ADDRESS		36 EGLINTON AVENUE WEST, 7TH FLOOR							
008	SECURED PARTY / LIEN CLAIMANT		TORONTO							
09	COLLATERAL CLASSIFICATION		MOTOR VEHICLE							
0	CONSUMER		AMOUNT							
10	GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER INCLUDED		DATE OF MATURITY		OR NO FIXED MATURITY DATE	
0	YEAR MAKE		MODEL		V.I.N.					
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING AGENT									
17	ADDRESS		4100 - 66 WELLINGTON STREET WEST		TORONTO		ON		M5K 1B7	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

- FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0
FILE NUMBER

00 771980589

CAUTION

FILING	NO.	OF	PAGES
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100	100	100	100

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	01	001	001
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DATE OF BIRTH: _____

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BUSINESS NAME

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FILENAME	CC

07 ADDRESS

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14 COLLATERAL

15	DESCRIPTION
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TYPE OF SEARCH	: BUSINESS DEBTOR									
SEARCH CONDUCTED ON	: CREATIVE WEALTH MEDIA FINANCE CORP.									
FILE CURRENCY	: 25FEB 2024									
-	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
0	FILE NUMBER									
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02	DEBTOR									
03	BUSINESS NAME		CREATIVE WEALTH MEDIA FINANCE CORP.							
04	ADDRESS		151 BLOOR STREET WEST, SUITE 700		TORONTO		ONTARIO CORPORATION NO.			
0	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL		SURNAME			
05	DEBTOR									
06	BUSINESS NAME		ONTARIO CORPORATION NO.							
07	ADDRESS		THREE POINT CAPITAL HOLDINGS, LLC							
008	SECURED PARTY /		2041 ROSECRANS AVENUE, SUITE 322		EL SEGUNDO		CA		90245	
09	LIEN CLAIMANT									
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	CONSUMER		ACCOUNTS OTHER		INCLUDED		Maturity		OR Maturity DATE	
10	GOODS	INVENTORY	EQUIPMENT	OTHER	X		X		V.I.N.	
0	YEAR		MAKE		MODEL					
11	MOTOR									
12	VEHICLE									
013	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
016	REGISTERING									
	AGENT									
17	ADDRESS		77 KING STREET WEST, SUITE 400		TORONTO		ON		M5K 0A1	
0	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
0	CONTINUED...									
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OTYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.
FILE CURRENCY : 25FEB 2024
- INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.
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OTYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.
FILE CURRENCY : 25FEB 2024
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OTYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.
FILE CURRENCY : 25FEB 2024
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OTYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.
FILE CURRENCY : 25FEB 2024
INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

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OTYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

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OTYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : CREATIVE WEALTH MEDIA FINANCE CORP.

FILE CURRENCY : 25FEB 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

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798629436	20231101 0856 1793 3494		
798629454	20231101 0856 1793 3495		
798629499	20231101 0856 1793 3496		
796104927	20230810 1715 1902 9604		
792677943	20230425 1536 1590 0507		
792624735	20230424 1445 1793 6012		
791646867	20230321 1542 1590 5664		
791647209	20230321 1552 1590 5668		
771980517	20210428 1443 1862 6706		
771980526	20210428 1444 1862 6707		
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771980544	20210428 1444 1862 6709		
771980553	20210428 1444 1862 6710		
771980562	20210428 1444 1862 6711		
771980589	20210428 1445 1862 6712		
747069579	20181221 1731 1590 6543		

EXHIBIT P

LOAN AGREEMENT

This Loan Agreement (the “**Agreement**”) is made and entered into as of March 2, 2017 (“**Effective Date**”) by and between **EROSTRATUS, LLC**, a Michigan limited liability company with an office address at 4001 Division Street, Metairie, LA 70002 (the “**Borrower**”) and **CREATIVE WEALTH MEDIA FINANCE CORP.**, an Ontario corporation, with principal offices at 151 Bloor Street West, Suite 700 Toronto, Ontario M5S 1S4, Canada (the “**Lender**”). This Agreement sets out the terms upon which Lender is prepared to make a loan to Borrower to fund production costs for the motion picture currently entitled “**Assassination Nation**” (the “**Picture**”), based on a screenplay written by Sam Levinson (the “**Screenplay**”) dated March 2, 2017.

The Borrower and Lender (collectively, the “**Parties**” or “**parties**”) hereby agree as follows:

1. GENERAL

1.1 Definitions

The terms used in this Agreement or in any Note, certificate, report or other document made or delivered pursuant to this Agreement shall have the following meanings as set out in Schedule A hereto.

1.2 Schedules

The following schedules are attached to this Agreement and form an integral part hereof:

Schedule A	-	Definitions
Schedule B	-	Chain of Title
Schedule C	-	Closing Documents
Schedule D	-	Approved Budget
Schedule E	-	Financing Plan
Schedule F	-	Approved Cash Flow Schedule
Schedule G	-	Form of Note
Schedule H	-	Gross Receipts Waterfall

2. AGREEMENT TO LEND

2.1 Loan

- 2.1.1 Subject to satisfaction of the conditions precedent set forth in Section 7 below, and in consideration of Borrower’s agreement, representations, warranties and covenants herein, Lender agrees to make available to the Borrower a loan in the total amount of up to **USD\$3,767,500** (the “**Loan**”) which Loan will consist of the following: (i) **USD\$742,500** (“**US Loan**”) and (ii) **USD\$3,025,000** (“**ROW Loan**”). Proceeds of the Loan, less the Loan Fee, shall be used exclusively to finance the development, pre-production, production, post-production, and delivery of the Picture in accordance with the Approved Budget and the Finance Plan (each as defined below).

2.2 Interest / Pre-Payment Penalty

2.2.1 **Interest:** Subject to the rights and recourses of Lender hereinafter, all amounts of the Loan disbursed in accordance with this Agreement and which remain unpaid from time to time will bear interest as follows (the “Interest”):

- (i) the US Loan: will bear an annual interest at a rate of (a) 13% compounded annually until the date that is 18 months from the disbursement of the US Loan, and (b) 17% compounded annually thereafter (or in each case, the maximum interest rate allowable by law if said rate(s) equal or exceed the lawful maximum interest rate).
- (ii) the ROW Loan: will bear an annual interest at a rate of (a) 13% compounded annually until the date that is 18 months from the disbursement of the ROW Loan, and (b) 17% compounded annually thereafter (or in each case, the maximum interest rate allowable by law if said rate(s) equal or exceed the lawful maximum interest rate).

The Interest will be calculated on a going-forward basis from the date of the disbursement of the US Loan and ROW Loan, respectively, subject to Section 2.10.1, until payment in full has been received by Lender. Except as otherwise provided herein, all Interest shall be payable in arrears.

2.2.2 **Pre-Payment Fee:** If the ROW Loan is repaid to Lender prior to the Maturity Date, then Lender shall be entitled to a pre-payment fee in an amount equal to the difference between the amount that is 20% of the ROW Loan (or the maximum interest rate allowable by law if said rate equals or exceeds the lawful maximum interest rate) and the actual amount of interest paid to Lender in respect of the ROW Loan prior to the date that the ROW Loan has been repaid to Lender.

2.2.3 **Limitation on Interest.** It is the intention of the parties hereto to conform strictly to applicable usury laws under the laws of the State of New York. Accordingly, all agreements between Borrower and the Lender with respect to the Loan is hereby expressly limited so that in no event, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to the Lender or charged by any Lender for the use, forbearance or detention of the money to be lent hereunder or otherwise, exceed the maximum amount allowed by law. If the Loan would be usurious under applicable law, then, notwithstanding anything to the contrary in the Loan Documents: (1) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or received under the Loan Documents shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on the Note by the holders thereof; and (2) if maturity is accelerated in accordance with the terms hereof, or in the event of any

prepayment, then any consideration which constitutes interest may never include more than the maximum amount allowed by applicable law. In such case, excess interest, if any, provided for in the Loan Documents or otherwise, to the extent permitted by applicable law, shall be amortized, prorated, allocated and spread from the date of advance until payment in full so that the actual rate of interest is uniform through the term hereof. If such amortization, proration, allocation and spreading is not permitted under applicable law, then such excess interest shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the Note. The terms and provisions of this Section shall control and supersede every other provision of the Loan Documents. If at any time the laws of the United States of America permit Lender to contract for, take, reserve, charge or receive a higher rate of interest than is allowed by applicable state law (whether such federal laws directly so provide or refer to the law of any state), then such federal laws shall to such extent govern as to the rate of interest which the Lender may contract for, take, reserve, charge or receive under the Loan Documents.

2.3 Loan Fees

As consideration for Lender's entering into this Agreement and its commitment to make the Loan, Borrower shall pay to Lender a non-refundable commitment and set up fee in the amount of **USD\$342,500.00** (the "**Loan Fee**") to pay the costs and expenses of Lender in connection with this Agreement and the other Closing Documents, including any legal fees incurred by Lender's counsel in connection with this Agreement and the Closing Documents (but excludes, for the avoidance of doubt, any administrative fees, interest or other charges incurred by Lender in an Event of Default as more fully set forth in Section 10.1 below). The Loan Fee shall be paid to Lender by deducting 100% of the Loan Fee from the Disbursement payable to Borrower hereunder. For clarity, the Loan Fee shall not be included in the Approved Budget.

2.4 Application and Payment of Gross Receipts

- 2.4.1 Collection Account. Borrower and Erostratus LA, LLC ("**Designee**") shall direct all Gross Receipts received by or credited to them to one or more collection account(s) (each, a "**Collection Account**") to be managed exclusively by a collection account manager approved by Borrower and Lender (Fintage Collection Account Management B.V. and Freeway CAM B.V. are pre-approved) (the "**Collection Administrator**") pursuant to the terms of a Collection Account Management Agreement (the "**Collection Agreement**") in form and substance reasonably satisfactory to Lender.
- 2.4.2 Repayment Amount. Lender shall recoup the full Repayment Amount from Gross Receipts received by or credited to Borrower and Designee in accordance with Schedule H below and the Collection Agreement.
- 2.4.3 Net Proceeds Participation. As further consideration to Lender for making the Loan, Lender shall be entitled to receive an amount equal to 20% of

100% of Net Proceeds (“**Net Proceeds Participation**”) as defined on Schedule H. Notwithstanding the foregoing, Lender’s Net Proceeds Participation shall be defined, accounted and paid for on a “most favoured nations” basis (*i.e.*, if Borrower or any other participant in Net Proceeds receives a more favourable definition, payment and/or accounting terms, Lender will also receive the benefit of such more favourable definition, payment and/or accounting terms). The parties acknowledge and agree that the Net Proceeds Participation shall not be considered part of the Repayment Amount and Lender shall not be granted any security interest with respect to payment thereof.

- 2.4.4 Overages: In the event the cost of production for the Picture exceeds the Budget for any reason, the recoupment of such additional over-budget costs, including, without limitation, any related financing fees or expenses (collectively “**Additional Costs**”), but excluding interest, premiums or penalties, by the Borrower, Bron Studios USA Inc. (“**Completion Guarantor**”) or any financier thereof, as applicable, shall be subordinate to Lender’s first position recoupment (shared with DTK) (but may, for the avoidance of doubt, be taken into account prior to calculating Net Proceeds), as will be more fully set forth in the Intercreditor Agreement and Collection Agreement.
- 2.4.5 Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture.
- 2.4.6 Underbudget Savings: Any savings from the Approved Budget as determined following “completion and delivery” of the Picture in accordance with the Completion Guaranty shall be paid to Lender and DTK in proportion to their respective financing of the Picture as a pre-payment of their respective loans (as more fully set forth in the Intercreditor Agreement).

2.5 Loan Disbursement

Subject to Lender’s satisfaction, in its sole discretion, that all conditions precedent in Section 7 below have been met, Lender shall pay to Borrower the entirety of the US Loan and ROW Loan (the “**Disbursement**”) in U.S. Dollars, into a production account established by Borrower for the Picture (the “**Production Account**”). For clarity, Lender may withhold the Loan Fee from the Disbursement.

2.6 Legal Fees

Lender reserves the right to choose its legal counsel for the purposes hereof. Lender shall be solely responsible for any and all legal fees incurred in connection with this Agreement and the Closing Documents (which fees may be paid by the Loan Fee).

2.7 No Obligation to Fund Prior to Satisfaction of Conditions Precedent

Lender shall not be obligated to provide the Disbursement if all Conditions Precedent in Section 7 below have not been met to Lender's satisfaction. If Lender has made the Disbursement to Borrower as of or prior to the Closing Date, Interest on such Disbursement shall accrue as of the date of the date such Disbursement has been paid to Borrower.

2.8 Promissory Note

- 2.8.1 Execution and Delivery. Prior to Lender making the Disbursement under the Loan, and as a condition thereof, Borrower shall execute in Lender's favour and deliver to Lender one promissory note (the "**Note**") in the principal amount of the Loan (*i.e.*, **USD\$3,767,500**) substantially in the form attached as Schedule G.
- 2.8.2 Balance of Note. The amount and date of the Disbursement of the Loan, and all amounts paid or repaid on the Note, shall be indicated in Lender's books so that the principal balance owing from Borrower to Lender on the Note and payment of any fees, costs or expenses payable hereunder will be reflected therein; and the parties hereto agree that said balance and each entry shall be presumptive evidence that such balance exists, and that such payments were made, in the amounts written.
- 2.8.3 Payment in Full. The Note shall be marked "**cancelled**" and returned to Borrower when Borrower has paid the Repayment Amount to Lender.

2.9 Maturity Date

- 2.9.1 Unless sooner paid, the total amount of the Loan, the Interest thereon and any charges or other amounts owing thereon pursuant to this Agreement shall be due and payable on, and repaid to Lender not later than, the date which is twenty one (21) months from the date of the Disbursement (the "**Maturity Date**").
- 2.9.2 Notwithstanding the preceding Section 2.9.1, upon an Event of Default that is not cured within the allotted cure period, all amounts outstanding under this Agreement shall become immediately due and payable pursuant to Section 10.2 below.

2.10 Additional Fees

- 2.10.1 Default Penalty – Interest Rate Increase. Borrower recognizes and agrees that any default in the payment of the Loan and the Interest thereon when due hereunder will result in losses and expenses to Lender which are difficult to quantify. Therefore, Borrower agrees that in the Event of Default, in addition to any and all other rights and remedies of Lender hereunder, under the Loan Documents or otherwise at law or in equity, the Interest rate charged on that portion of the Loan principal then outstanding shall be

increased to 17%, compounded annually in arrears (or, in each case, the maximum interest rate allowable by law if said rates equal or exceed the lawful maximum interest rate).

3. PAYMENT OF REPAYMENT AMOUNT

3.1 Voluntary Prepayments

Subject to Section 2.2.2, at any time following the date of the Disbursement of the Loan, the Borrower may, at its option, prepay all or any of the outstanding amounts under the Loan, provided, however, that any such prepayments shall also include the applicable Interest amount payable on the Loan, calculated in accordance with the terms of this Agreement.

3.2 Mandatory Repayments

The Repayment Amount shall be repaid as follows:

- 3.2.1 Repayment in Full. The Repayment Amount and any additional amounts owed included in the Repayment Amount shall be repaid in full on or before the Maturity Date.
- 3.2.2 Repayment From Gross Receipts. Borrower shall pay the Repayment Amount by allocating a portion of its Gross Receipts to Lender in accordance with the Gross Receipts waterfall set forth on Schedule H. Until such time as the Repayment Amount is repaid in full, Borrower and Designee shall direct all Gross Receipts received by or credited to Borrower /or Designee from the exploitation of the Picture (including, without limitation, any and all amounts received by the Sales Agent therefor) to a Collection Account administered by the Collection Administrator pursuant to a Collection Agreement. Borrower and Designee shall direct or contractually require that Sales Agent direct in writing all parties obligated to make payments to Borrower or Designee with respect to any of the foregoing amounts (if applicable) to pay such amounts to the Collection Administrator (where an applicable Collection Agreement has been fully executed and delivered), for deposit in the Collection Account(s). If any Person pays any such sums to which the Borrower or Designee is entitled, directly to the Borrower, Designee or any other Person, such Borrower, Designee or such other Person, as applicable, shall receive such sums as Lender's trustee and, promptly upon receipt thereof, shall remit such sums (or cause such sums to be remitted) to the Collection Administrator as set forth above. For greater certainty, until the Repayment Amount has been paid to Lender in full in accordance with the terms hereof, irrespective of whether a Collection Agreement is fully executed and delivered by the relevant parties in respect of the Picture, but subject in all cases to the Intercreditor Agreement, the Borrower acknowledges and agrees that any and all Gross Receipts to which the Borrower is now or at any time hereafter entitled and/or which are or may at any time hereafter be received or receivable by the Borrower, shall be subject

to the Security Interest of the Lender, received in trust for and on behalf of the Lender and shall be immediately upon receipt remitted to the Collection Account or if there is no Collection Account, in accordance with Schedule H. If the Collection Administrator will not assume the obligation to pay proceeds pursuant to the Collection Agreement in the absence of a fully executed Collection Agreement (contemplating untimely execution by the guilds) and payments are received prior to a fully executed Collection Agreement, Borrower shall make any applicable payments to Lender in accordance with Schedule H. Should the Borrower fail to honour this undertaking, Lender reserves the right to demand immediate payment of the Repayment Amount.

3.2.3 Allocation of Amounts Received. Until the Repayment Amount has been paid to Lender in full in accordance with the terms and conditions hereof, all amounts paid to Lender hereunder with respect to the Picture by Borrower or the Collection Administrator pursuant to Schedule H, or by any other Person on behalf of the Borrower shall be applied by Lender to reduce the Repayment Amount in the following priority: first, to amounts payable to Lender in reimbursement of its costs and expenses pursuant to Section 8.8 hereof, to the extent the same are not duly and timely paid to Lender as required by Section 8.8 hereof; second, to pay any additional fees and Interest due pursuant to Section 2.10 hereof (if applicable); third, to repayment of the outstanding principal balance of the Loan; and last, to repayment of the balance of the Repayment Amount.

3.2.4 Until the Repayment Amount is paid to Lender in full, Borrower and Designee shall use commercially reasonable efforts to, at their own expense, promptly make and shall use commercially reasonable efforts to contractually require the Sales Agent to promptly make, collection, and take all legal action necessary to enforce collection, of all receipts and revenues which may be owing from any distributors of the Picture, or from any other Persons from which revenues with respect to the Picture may be owing, and shall remit all sums so collected to the Collection Administrator (for deposit in the Collection Account) or to the applicable parties as set forth on Schedule H.

3.3 Making of Payments: Offset

3.3.1 Making of Payments. All payments which are due hereunder and which are made directly by Borrower or any other Person to Lender (as opposed to payments to Lender by the Collection Administrator) shall be made in immediately available funds by Borrower or such other Person to Lender by wire transfer to the following account:

Beneficiary: Creative Wealth Media Finance Corp. (USD Account)
151 Bloor Street West, Suite 700
Toronto, ON M5S 1S4, Canada,
Attention: Jason Cloth

Intermediary Bank

Beneficiary Bank: TD Canada Trust, 2453 Yonge St.,
Toronto, ON, M4P 2H6
Contact:
Transit Number: 00572
Bank Number: 004
SWIFT Code: TDOMCATTTOR
Account Number: 7302102

Reference "Assassination Nation"

All payments shall be in immediately available Dollars, without any setoff, defense or counterclaim, not later than 3:00PM, Eastern Time, on the date due, as provided above; and funds received after that hour shall be deemed to have been received by Lender on its next following Business Day.

4. **FILM PRODUCTION, REPORTING, COMPLETION, DELIVERY AND DISTRIBUTION**

4.1 **Lender Approval Rights**

Lender shall have the following approval rights with respect to the production:

- 4.1.1 Screenplay. Lender shall have the right to approve the final screenplay (the "**Screenplay**") for the Picture. Lender hereby acknowledges that the Screenplay has been presented to Lender prior to the date hereof and has been approved.
- 4.1.2 Finance Structure. The sources of funds to be used to finance the production of the Picture are set forth on Schedule E (the "**Financing Plan**"). Lender acknowledges that it has received and approved the Financing Plan prior to the date hereof. No material changes shall be made to the above financial structure of the Picture without the prior written consent of Lender.
- 4.1.3 Budget. The final budget (the "**Budget**" or "**Approved Budget**") for the Picture is USD\$8,000,000 (inclusive of a USD\$400,000 contingency). A copy of the Approved Budget is attached hereto as Schedule D. Lender acknowledges that it has received and approved the Approved Budget prior to the date hereof. Borrower shall not change the Approved Budget without the prior written approval of Lender. The Budget (i) includes all development costs to date (and any additional development costs shall require Lender's prior approval); and (ii) does not include provisions for the Loan Fee, or any

other financing fees, interest, costs, reimbursement obligations in connection with fees, taxes (if any), or fees, expenses, or other sums payable hereunder.

- 4.1.4 Cash Flow Schedule. The final cash flow schedule for the Picture is attached hereto as Schedule F (the “**Approved Cash Flow Schedule**”). Lender acknowledges that it has received and approved the Approved Cash Flow Schedule prior to the date hereof. Borrower shall not change the Approved Cash Flow Schedule without the prior written approval of Lender.
- 4.1.5 Pre-Loan Recoupment Deferrals / Holdbacks. Lender shall have the right to approve any deferment or holdback paid in advance of full payment of the Repayment Amount (excluding, for the avoidance of doubt, the Net Proceeds Participation).
- 4.1.6 Replacement of Key Talent. Lender shall have the right to approve any replacement of (i) Odessa Young or Suki Waterhouse or (ii) Sam Levinson as director.
- 4.1.7 Chain of Title. Lender shall have the right to approve all material rights agreements, writer’s agreements and other chain-of-title agreements for the Picture (collectively, “**Chain of Title**”). Lender acknowledges that it has received and approved all Chain of Title prior to the date hereof.
- 4.1.8 Insurance. Lender shall have the right to approve all insurance packages obtained for the Picture, in all events, as more fully set forth in Section 8.13 below.

Without limiting the foregoing, Lender acknowledges that third parties (including, without limitation, DTK and the Completion Guarantor) may have approval rights over some or all of the items listed above. Any other Person having approval rights with respect thereto have approved the Budget, the Approved Cash Flow Schedule, and Screenplay.

4.2 Picture Production

- 4.2.1 The Borrower shall produce the Picture and the Delivery Items in accordance with the Approved Budget, the Approved Cash Flow Schedule, and the Screenplay and the production schedule, and in a manner consistent with the provisions of this Agreement.
- 4.2.2 The Borrower shall not make or permit to be made any material changes, modifications, or revisions to the Approved Budget, the Approved Cash Flow Schedule, or Screenplay without the express prior written authorization of the Lender and any other Person having approval rights with respect thereto.
- 4.2.3 The Borrower shall not make any change in the Budget that would increase any category of the Budget by more than 5% or any change that would adversely impact the payment to Lender in full of the Repayment Amount

without the prior written approval of the Lender and any other Person having approval rights with respect to such changes.

- 4.2.4 The Borrower shall cause the Picture and the Delivery Items, as appropriate, to strictly conform to all of the Technical Specifications and Non-Technical Specifications, pursuant to the requirements of the Distribution Agreements, where in the event of conflict, the applicable Distribution Agreement shall prevail.
- 4.2.5 Subject to an Event of Force Majeure, the Borrower shall use commercially reasonable complete principal photography for the Picture within the time and in the locations specified in the production schedule.

4.3 Picture Credits

Provided that Lender is not in breach of its obligations to Borrower hereunder, Lender will be entitled to the following credits:

- 4.3.1 An “in association with” credit in first position with respect to all “in association with” credits on a single card in the main titles of the Picture and in all Paid Ads (as defined below), subject to customary distributor exclusions as follows: “In association with Creative Wealth Media Finance Corp.” or such other entity as Lender may designate.
- 4.3.2 Three (3) “Executive Producer” credits for Lender’s designees which credit:
 - (a) shall appear on screen together on a single card and in the main titles of the Picture, wherever the main titles appear, in an average size of type no less favorable than the average size of type used to accord any other or “Executive Producer” credit on the Picture;
 - (b) two (2) such executive producer credits shall be included in the billing block for the Picture, wherever the billing block appears including in all “paid ads” issued in connection with the Picture including but not limited to, trailers, posters, newspaper advertising, print advertising and any other advertising and promotional materials where any other production company and/or producer credits appear (collectively, “**Paid Ads**”), including but not limited to Paid Ads where Borrower’s credits or a full billing block appears and any ancillary products (including packaging for DVDs, soundtracks, etc.), subject to customary distributor exclusions, including exclusions for congratulatory, nomination and award ads;
 - (c) two (2) such executive producer credits shall be included in Paid Ads, ancillary products (including packaging for DVDs, soundtracks, etc.) and one-sheets, subject to customary distributor exclusions; and
 - (d) the font size and duration and all other aspects of the foregoing credits shall be no less favorable than those provided to any other “Executive Producer” on the Picture.

No inadvertent failure of Borrower to comply with any of the provisions of this Section 4.3 shall constitute a breach of this Agreement and the rights and remedies of Lender or any third party, in

the event of a breach relating to credit by Borrower, shall be limited to an action at law for damages, provided that within a reasonable time after receipt of written notice from Lender specifying a material failure to accord proper credit to Lender in accordance with this Section 4.3, Borrower shall use good faith efforts to cure prospectively any such failure after the date of Borrower's receipt of such notice. Borrower shall contractually obligate third party licensees with whom Borrower is in contractual privity to comply with the credit obligations contained herein.

4.4 Picture Element Changes

Except as permitted by the express terms of this Agreement, Borrower shall not make, agree to make, or permit to be made any material variation or modification in any of the elements of the Picture which are subject to approval or consent pursuant to this Agreement without the prior written approval of the Lender and otherwise in accordance with terms of the Loan Documents.

4.5 "Stop Date"; Contingent Compensation; Fees

Absent Lender's prior written consent, Borrower represents, warrants, and covenants that no actor shall be granted a "stop date" (as that term is understood in the motion picture industry) in connection with such actor's engagement for the Picture unless approved in writing by Lender. Other than as provided in Schedule H and Section 5.2.3, absent Lender's prior written consent, the Borrower shall not enter into any agreement to pay any Person from the Gross Receipts any profit participations, deferred compensation, contingent compensation, or otherwise (whether in a fixed amount or computed on a percentage basis), unless all such payments are payable only from receipts of the Picture remaining after the Repayment Amount has been satisfied in full. For greater certainty, the Lender shall not have any obligation to pay any such payments to any Person.

4.6 Performance and Amendment of Agreements

4.6.1 To the best of its ability, the Borrower shall supervise and monitor the performance of and payments by the Sales Agent under the Sales Agency Agreement and all Distributors under all Distribution Agreements and the Tax Pass-Through Intermediary under the Tax Pass-Through Intermediary License Agreements.

4.6.2 Approvals/Consultations. Notwithstanding anything to the contrary herein, any approval or consultation rights that Lender has pursuant to this Section 4 or under any Loan Documents shall cease upon payment to Lender in full of the Repayment Amount.

4.7 Tax Credit Financier

In order fully to finance the Approved Budget, Borrower shall obtain a production loan (the "**Tax Credit Financier Loan**") from Comerica or Completion Guarantor ("**Tax Credit Financier**") against the value of anticipated Tax Credits. The Tax Credit Financier Loan shall be in an amount no less than **USD\$1,150,000**, unless otherwise approved by Lender and

documented and secured to Lender's satisfaction, with all proceeds of the Tax Credit Financier Loan to be used solely to cover the costs of the Approved Budget.

5. SECURITY INTEREST AND COLLATERAL

5.1 Assignment of Proceeds

Subject to the terms and conditions of the Intercreditor Agreement, to secure the repayment of the Repayment Amount (excluding, for clarity, Borrower's obligation to pay Lender its Net Proceeds Participation but including the performance of its obligations to Lender), Borrower hereby assigns and grants to Lender a security interest in all right, title and interest of every kind and nature whatsoever in and to its right to Gross Receipts, and, without limiting the generality of the foregoing, (a) Borrower's rights, including all rights to receive payment, under any distribution, license, sale, presale or other agreement with any other party relating in any manner to the Picture, whether now existing or hereafter arising; and (b) Borrower's rights to receive or otherwise in connection with, any tax credit, rebate, incentive or other right, entitlement or program (subject to the rights of the Tax Credit Financier). Borrower shall cause Sales Agent to furnish Lender with a fully executed copy of each Distribution Agreement promptly after its execution. The assignment to Lender hereunder is only of the benefits of the Distribution Agreements, and Lender does not assume any obligations or liabilities under any such agreement. Notwithstanding such assignment, Borrower shall continue to perform or cause to be performed all obligations under the Distribution Agreements to be performed by the Borrower.

5.2 Lender's Security Interest

5.2.1 Subject to the terms and conditions of the Intercreditor Agreement and Section 5.2.3 below, to secure the repayment of the Repayment Amount and for Borrower's and Designee's full and prompt performance of the terms and conditions of this Agreement (but excluding, for clarity, Borrower's obligation to pay Lender its Net Proceeds Participation) and of the other instruments, documents and agreements executed in connection herewith, the Borrower and Designee undertake to provide the following security in form and substance satisfactory to Lender and to its legal advisors, in their sole discretion (collectively, the "**Security Documents**"):

- (A) a first priority (subject to Section 5.2.3 below) copyright mortgage agreement from each of the Borrower and Designee in favour of Lender in respect of the Picture ("**Copyright Mortgage**");
- (B) a first priority (subject to Section 5.2.3 below) general security interest from each of the Borrower and the Designee in favour of Lender ("**Security Agreement**");
- (C) a power of attorney signed by Borrower in favour of Lender;
- (D) any other reasonable security deemed necessary by Lender and/or Lender's legal advisors, at their own discretion, which shall be negotiated in good faith with Borrower.

5.2.2 Grant of Security: Subject to the terms and conditions of the Intercreditor Agreement, each of Borrower and Designee hereby irrevocably grant Lender a first priority (subject to Section 5.2.3 below) Security Interest in and to all of its respective right, title and interest in and to the collateral as described in the Security Documents. The collateral described in the Security Documents together with the rights assigned and the collateral pledged pursuant to Section 5.1 above, is collectively referred to herein as the “**Collateral**”. To the extent any materials or rights in and to either Picture or any other item of Collateral are not yet in existence or not yet acquired, such materials and rights are hereby assigned and conveyed to Lender by way of present assignment of future rights. Notwithstanding the foregoing, it is acknowledged that Borrower and Designee may grant customary liens to guilds and labs providing services on the Picture, which are listed in the definition of “Permitted Encumbrances” hereunder.

5.2.3 Subordination: Notwithstanding anything to the contrary contained herein, Lender acknowledges and agrees that Lender shall subordinate its security interest to the security interest of any party who has payment priority over it on Schedule H (e.g., the Collection Agent for any fees owing under the Collection Agreement, any applicable guilds for payment of residuals, the Sales Agent for payment of applicable fees under the Sales Agent Agreement, the Tax Credit Financier as required under the Tax Credit Financier Loan, etc.).

5.2.4 Intercreditor Agreement: Subject to: (i) the limited subordination in favor of Tax Credit Financier in respect of the Tax Credit Financier Loan and in accordance with a separate interparty agreement; (ii) the advance by DTK to the Production Account of an amount equal to all amounts to be advanced by Lender hereunder and (iii) execution by DTK, the Borrower, Designee and Lender of an intercreditor agreement (“**Intercreditor Agreement**”) in a form acceptable to Lender and DTK, the parties agree that:

- (1) US Collateral: all results and proceeds arising from or with respect to exploitation of the Collateral in the United States territory (“**US Territory**”), shall be applied and shared by Lender and DTK in first position on a *pro rata pari passu* basis until such time as the US Loan and the loan amount advanced to Borrower by DTK in respect of the US Territory (each at USD\$742,500) (“**DTK US Loan**”) and any applicable interest and charges thereon is fully repaid to DTK and Lender, respectively, at which time remaining proceeds will be applied and shared by Lender and DTK on a *pro rata pari passu* basis to repay outstanding indebtedness to each of the Lender and DTK in respect of ROW Loan and the loan amount advanced to Borrower by DTK in respect of the ROW Territory (each at USD \$3,025,000) (“**DTK ROW Loan**”) and any applicable interest and charges thereon is fully repaid to DTK and Lender, respectively, and
- (2) ROW Collateral: all results and proceeds arising from or with respect to exploitation of the Collateral in the rest of the world territory, excluding the US Territory (“**ROW Territory**”), shall be applied and shared by Lender and DTK in first position on a *pro*

rata pari passu basis until such time as the ROW Loan and the DTK ROW Loan (each at USD \$3,025,000) and any applicable interest and charges thereon is fully repaid to DTK and Lender, respectively, at which time remaining proceeds will be applied and shared by Lender and DTK on a *pro rata pari passu* basis to repay outstanding indebtedness to each of the Lender and DTK in respect of US Loan and DTK US Loan (each at USD\$742,500) and any applicable interest and charges thereon is fully repaid to DTK and Lender, respectively.

5.2.5 Remedies: It is acknowledged and agreed that at any time after the occurrence of an Event of Default (unless such Event of Default is cured within the applicable time period (if any) permitted hereunder), Lender shall be entitled to exercise the remedies described herein including those described in Section 10.2 hereof and to exercise any and all of the rights and remedies under the *Uniform Commercial Code*, or the applicable *Personal Property Security Act* at the time which shall be available to a secured creditor after default, including, without limitation, the right of Lender to sell any and all rights in and to the Picture, in which the Borrower has an interest, which have not been sold by Borrower or on its behalf, on the terms and conditions stated therein, in each case, subject to the terms of the Intercreditor Agreement.

5.2.6 Favored Nations: The parties agree that (a) if DTK receives any more favorable terms of whatsoever nature regarding its loan provided to Borrower in respect of the Picture, Lender shall automatically receive the benefit of such more favorable terms; and (b) if Lender receives any more favorable terms of whatsoever nature regarding its loan provided to Borrower in respect of the Picture than the loan provided by DTK, DTK shall automatically receive the benefit of such more favorable terms. For the avoidance of doubt, the foregoing provision does not apply to any rights granted to Foxtail Entertainment, LLC.

5.3 Perfection of Security Interest

Concurrently with the execution of this Agreement, Borrower shall execute and deliver, or cause to be executed and delivered, the Security Documents and any and all other instruments which Lender may request to perfect or preserve Lender's Security Interest and to effectuate the purposes and intent hereof.

5.4 Authorization to File Financing Statements

Borrower hereby authorizes Lender to file *Uniform Commercial Code* Financing Statements, *Personal Property Security Act* filings, instruments or notices in such jurisdictions as Lender may deem appropriate in order to create, perfect, or preserve its Security Interest hereunder. Lender shall provide Borrower with copies of any documents necessary for such filings. Borrower hereby agrees to do such further acts and things and to execute and deliver to Lender such additional conveyances, assignments, agreements, and instruments as Lender may require or

deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm to the Lender its rights, powers, and remedies hereunder.

6. REPRESENTATIONS AND WARRANTIES

In order to induce Lender to enter into this Agreement, Borrower and Designee, as applicable, agree, represent and warrant to Lender as follows (which agreements, representations and warranties shall survive the execution and delivery, and any termination of this Agreement):

6.1 Organization

It is a legally existing entity in good standing, duly organized and existing under the laws of its jurisdiction as set forth in the first paragraph of this Agreement and it has the power, permits and licenses and authority to own its properties and to transact the business in which it is engaged in all places at which it engages in business. Its principal places of business and the places where its books and records are maintained are at the addresses set forth herein. It shall notify Lender immediately of any change of either its principal places of business or of the places where its books and records are maintained.

6.2 Financial Statements

All financial statements, information and other data regarding Borrower or Designee furnished to Lender hereunder, if any, are, in all material respects, accurate and correct, the financial statements have been prepared in accordance with the customary standards typically applicable to similar entities in the entertainment industry and accurately represent the financial condition of the persons or companies to whom or which such statements relate. No materially adverse changes have occurred since the dates of such statements. No liabilities exist, contingent or otherwise, not shown on such financial statements.

6.3 Corporate Power and Authority

It has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to execute and deliver the Note, and all documents, instruments and agreements to be executed and delivered by it hereunder, and it has taken all corporate action necessary to authorize the execution and delivery of this Agreement, the borrowing hereunder and the execution and delivery of the Note, and the other Loan Documents.

6.4 No Conflicts

Neither the execution and delivery of this Agreement or any other document, instrument or agreement to be executed pursuant hereto, nor the consummation of the transactions contemplated by this Agreement, nor compliance with the terms and provisions hereof or with the terms and provisions of any other Loan Document or any other instrument, agreement or document executed in connection herewith will violate any provision of law or of any applicable regulation, order or decree of any court or governmental instrumentality or administrative body or agency, will conflict or be inconsistent with, or will result in any breach of, any of the terms, covenants, conditions or provisions of any mortgage, indenture, deed of trust, agreement or other

instrument to which it is a party, by which it may be bound or to which it may be subject, or will violate any provision of its articles of incorporation or organization.

6.5 No Pendant Legal Actions

There are no actions, suits or proceedings, pending or, to the best of Borrower's and Designee's knowledge, threatened, at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect.

6.6 Binding Obligation

This Agreement, and the Note, and each document, instrument or agreement executed by it and delivered to Lender hereunder, when executed and delivered pursuant hereto, will constitute legal, valid and binding obligations of it, enforceable against it, in accordance with their respective terms and conditions.

6.7 Valid Security Interest

Subject to the Intercreditor Agreement and Section 5.2.3 above, this Agreement and the other instruments, agreements and documents to be executed and delivered to Lender hereunder will effect (after the proper recordation of those documents required to be recorded) a valid first priority security interest in favour of Lender and DTK in the Collateral. The foregoing will be subject to any Permitted Encumbrances.

6.8 No Other Consent

In connection with the execution, delivery, performance, validity and enforceability of this Agreement, and the Note or any other instrument, agreement or document to be executed and delivered hereunder, to Borrower's and Designee's knowledge, no consent of any Person, and no consent, license, approval, authorization, registration or declaration with any governmental authority, bureau or agency is required.

6.9 Ownership

It owns (or will own upon the existence of each of the following) all right, title and interest in and to the Collateral assigned or conveyed by it to Lender hereunder and it has good and marketable title to all such property and interests free and clear of all prior claims, mortgages, security interests, pledges, liens or other similar encumbrance, except for the security interests set forth in Section 5.2.3 and any Permitted Encumbrances. Borrower owns all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe.

6.10 Representations with Respect to the Picture

The Picture as produced: (i) will not infringe upon any copyright or any literary, dramatic or intellectual property right, and to the best of Borrower's knowledge (in the exercise of reasonable diligence), will not violate the right of privacy nor constitute a libel or slander of any

Person, statutory or common law rights of any kind of any Person; (ii) shall qualify for a rating from the Motion Picture Association of America, Inc. not more restrictive than "R" (unless approved by Lender in writing); (iii) in respect of the Picture shall be produced in accordance with the Budget and Financing Plan and will be based upon the Screenplay. Borrower will use best efforts to ensure that the Picture will be duly and timely delivered to the Sales Agents in accordance with the requirements of the relevant Sales Agent Agreement(s) and to the Distributors in accordance with the requirements of the Distribution Agreements, and the Borrower shall acquire all rights (including, without limitation, all rights in and to the music to be included in the Picture) as may be required by the Distribution Agreements, and as may be necessary for the Distributors to exercise all rights granted to them under the Distribution Agreements; and (iv) the Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere.

6.11 Location

The Picture will primarily be filmed in the general area of the New Orleans, Louisiana. Contingent Compensation; Fees to Borrower

Unless approved by Lender in writing, (i) Borrower shall not pay any contingent compensation (other than guild-mandated residuals), whether in a fixed amount or computed on a percentage basis, to any Person computed on the basis of the gross receipts from the exploitation of the Picture unless such amounts are paid by Borrower only from receipts of the Picture remaining after the Repayment Amount is repaid in full; and (ii) no deferments shall be payable by Borrower in connection with the Picture other than deferments payable from the receipts of the Picture remaining after the Repayment Amount is repaid in full. Lender shall have no obligation to make payments of any kind to any such Persons.

6.12 No Third Party Rights

Except as contemplated herein (including, without limitation, in Section 5.2.3, Schedule H or in the definition of Permitted Encumbrances) or otherwise in the ordinary course of business, neither Borrower, Designee, nor any other Person has (i) conveyed to any other Person any rights in or to the Picture (including, without limitation, the copyright and physical properties thereof and distribution rights therein) or the proceeds thereof that are contrary to Lender's rights hereunder; or (ii) transferred, assigned or encumbered any rights previously (or hereafter to be) acquired by Borrower with respect to the Picture or any other Collateral prior to the date hereof and will not do so after the date hereof except, in either case, by way of a license of distribution rights to the Distributors.

6.13 No Insolvency or Bankruptcy Proceeding

No insolvency or bankruptcy proceedings of any nature are now pending or threatened by or against it, and except as permitted pursuant to Section 5.2.3, above, none of the existing or future obligations of it or any other Person are or will be secured by a security interest in any collateral inconsistent with or having priority over the Security Interest granted to Lender hereunder.

6.14 Loan Proceeds

None of the Loan proceeds shall be used, directly or indirectly, for any purpose other than to pay for the costs of production and delivery of the Picture, and to pay amounts due to Lender hereunder.

6.15 Ownership of Margin Stock

It does not presently, and will not prior to repayment in full of the Repayment Amount, own any "margin stock" (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System of the United States). Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying any margin stock, and no part of the Loan proceeds will be used, directly or indirectly, to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or to reduce or retire any Repayment Amount originally incurred to purchase or carry any margin stock within the meaning of said Regulation U.

6.16 ERISA & Pension Obligations

Neither it nor any member of a "controlled group of corporations" (as defined in Section 1563 of the *Internal Revenue Code of 1986*, as amended), nor any trade or businesses which is under common control with Borrower (as provided in Section 414(c) of the Internal Revenue Code), nor any member of any affiliated service group with Borrower (as provided in Section 414(m) of the Internal Revenue Code) now has, nor will they have prior to repayment in full of the Repayment Amount, any plan subject to Title IV of the *Employee Retirement Income Security Act of 1974* ("ERISA"), as amended, or any such plan to which it, any member of a "controlled group" or affiliated service group, or any trade or business under common control with it are required to contribute on behalf of its employees.

6.17 Compliance With Laws

It has complied in all material respects with all provisions of all applicable laws and regulations, including those relating to their ownership of real or personal property, the conduct and licensing of their business, the payment and withholding of taxes, ERISA or other employee matters, safety and environmental matters. It is not in default under any applicable statute, rule, order or regulation of any governmental authority, bureau or agency having jurisdiction over it.

6.18 No Breaches

No condition, event or act has occurred which, with notice or lapse of time, or both, would constitute a material breach by it of any covenant or other term or condition of this Agreement, the Distribution Agreement or any other agreement entered into in connection with any such agreements. It is not in material default under the agreements to which it is a party nor under the legislation and regulations applicable to the conduct of its business.

6.19 Taxes

All Taxes, assessments, deductions at source, income tax or annuities for which the payment thereof is guaranteed by prior claim have been paid by it and it has filed all tax returns and other reports which it was required by law to file on or prior to the date hereof and has paid all taxes, assessments, fees and other governmental charges and penalties and interest, if any, against it or its property, income, or franchise, that are due and payable.

6.20 Distribution Agreements

It acknowledges and agrees that it shall be bound by all such conditions and restrictions in relation to the production, delivery and exploitation of the Picture as are expressed to apply to the Distributors under the Distribution Agreements and nothing included in the Picture will materially breach any contract entered into by it or will cause a material breach of any of the Distribution Agreements. It will promptly convey to Lender any communication received from a Distributor under or in connection with any of the Distribution Agreements that would reasonably be deemed material to the Lender.

6.21 Chain of Title

Borrower: (i) owns all right, title and interest in and to the Screenplay and has all right, title and interest necessary to produce, distribute, own exhibit and otherwise exploit the Picture throughout the universe; (ii) no material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party; (iii) the Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere; (iv) it has performed all obligations (to the extent applicable) under the chain of title agreements in respect of the Picture; and (v) it will perform all such obligations (to the extent such obligations have not/ cannot currently be performed) under the chain of title agreements in respect of the Picture.

7. CONDITIONS PRECEDENT

7.1 Conditions Precedent to Disbursement. Notwithstanding anything to the contrary contained herein, Lender shall not be obligated to make the Disbursement of the Loan unless the all of the following conditions precedent, including but not limited to the following fully executed documents, instruments and agreements (each a “**Condition Precedent**” and collectively, “**Conditions Precedent**”) have been satisfied to the satisfaction of Lender and its legal advisors:

7.1.1 Advances. Evidence that DTK’s loan has been fully advanced to the Production Account for the Picture and the amounts funded by parties other than Lender and DTK under the Financing Plan have been secured (e.g., letter of credit, escrow, pre-funded) to the satisfaction of Lender.

7.1.2 Evidence of Full Financing. All agreements evidencing all sources of funds in the Financing Plan setting forth the other financier’s legally binding commitment to advance the amounts set forth in the Financing Plan, as well

as evidence deemed satisfactory to Lender confirming all the deferments, holdbacks and/or investments under the Picture.

- 7.1.3 Borrowing Certificate. A borrowing certificate (the “**Borrowing Certificate**”) in the form approved by Lender.
- 7.1.4 Loan Agreement. This Agreement, duly executed by Borrower and Designee.
- 7.1.5 Note. The Note for the Loan.
- 7.1.6 UCC/PPSA. Reports acceptable to Lender confirming that there are no filings of record which indicate that another Person has rights or a Security Interest in the Collateral (other than as expressly provided for herein) which would be inconsistent with or have priority over the Security Interest granted to Lender hereunder.
- 7.1.7 Production Service Agreement. Production Service Agreement, duly executed by Borrower and Designee.
- 7.1.8 Power of Attorney/Authorization to Communicate. Power of attorney signed by the Borrower in favour of the Lender to allow the Lender be privy to information regarding the Borrower.
- 7.1.9 Laboratory Pledgeholder Agreements. Laboratory Pledgeholder Agreements in favor of Lender with respect to the Picture, duly executed by an authorized agent of Laboratory, and the appropriate Person. Lender hereby confirms that Laboratory Pledgeholder Agreements may be delivered post-closing of the Loan.
- 7.1.10 Insurance Binder. An insurance binder with respect to the insurance coverage required to be obtained and maintained pursuant to Section 8.13 hereof, and including certificates reflecting Lender being named as loss payee or additional insured thereunder as required pursuant to Section 8.13 hereof. Evidence, in form and substance acceptable to Lender and its legal advisors, that the Borrower has complied with the provisions dealing with insurance herein and in the security documents contemplated herein, and that the Borrower has paid the required premiums to the all applicable insurers in respect of the Picture.
- 7.1.11 Completion Guarantee. A Completion Guarantee with respect to the Picture guaranteeing that the Picture will be finished and that the Completion Guarantor will take all industry standard actions to ensure same, including paying for overages.
- 7.1.12 Security. The instruments or contracts creating the security contemplated hereunder duly executed by the Borrower and the Designee and all other parties concerned and duly registered or filed in all places in the United

States or elsewhere where such registration or filing is necessary and duly signified or served when such signification or service is required under the terms thereof.

- 7.1.13 Chain of Title / Documents. Receipt of Chain of Title, including proof of payment, copyright registrations, in form and substance approved by Lender in its sole discretion, for the Screenplay (which provides that Borrower owns all copyright and distribution rights in its name) and if requested by Lender a written opinion from the Completion Guarantor's legal advisors with respect to the chain of title of the Picture.
- 7.1.14 Corporate Opinion. If requested by Lender, a written opinion, in form and substance acceptable to Lender and its legal advisors, from the legal advisors of the Completion Guarantor regarding the Borrower's and Designee's status and capacity to perform the obligations described hereunder, including a confirmation that all the agreements related to the Picture have been duly signed and create enforceable obligations against the each of them.
- 7.1.15 Tax Credit/Financing. Agreement with Tax Credit Financier evidencing the Tax Credit Financier's legally binding commitment to advance the Tax Credit Financier Loan.
- 7.1.16 Articles of Organization or Incorporation and Other Organizational Documents. Duly certified copies of the articles of organization or articles of incorporation of each of Borrower and Designee together with certificates of the date of filing thereof, certificates of good standing from the appropriate authorities in the jurisdictions of their formation or incorporation, as applicable, and any foreign qualifications to do business in jurisdictions other than its jurisdiction of formation or incorporation.
- 7.1.17 Corporate Resolutions. Duly certified copies of resolutions from Borrower's and Designee's boards of directors or members, as applicable, authorizing the execution, delivery and performance of this Agreement, as well as all of the transactions contemplated hereby, including certificate setting forth the functions and signatures of the individuals authorized to represent the Borrower and the Designee in its dealings with Lender.
- 7.1.18 Key Cast and Crew Agreements. Delivery to Lender of copies of all agreements (or confirmed and agreed to material deal terms) for key cast, key crew (including director, director of photography, producers, production designer, composer and edited).

Any waiver of one Condition Precedent at Lender's sole discretion shall not be deemed a waiver of any others.

7.2 Event of Default

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

7.3 Representations and Warranties

All of Borrower's and Designee's representations and warranties herein, or otherwise made in writing in connection herewith, shall be true and correct with the same effect as though the representations and warranties had been made on the date of the Disbursement of the Loan and shall survive the execution of this Agreement or any subsequent agreements.

7.4 Material Change

The Loan shall be disbursed after the aforementioned general and specific provisions have been met to Lender's satisfaction. If a material change deemed unfavourable by Lender occurs in the nature of the risk inherent in the financings, Lender reserves the right to cancel the said financings at its sole discretion and to demand repayment of any sum already advanced in respect thereof.

7.5 No Orders, etc.

No order, judgment or decree of any court, arbitrator or governmental authority shall purport to enjoin or restrain Lender from making the Loans.

7.6 Margin Regulations.

No portion of the proceeds of any borrowing under this Agreement shall be used by Borrower or any of its subsidiaries in any manner that might cause the borrowing or the application of such proceeds to violate Regulation U, Regulation T or Regulation X of the Board of Governors of the Federal Reserve System or any other regulation of such Board, in each case as in effect on the date or dates of such borrowing and such use of proceeds.

8. AFFIRMATIVE COVENANTS

Borrower and Designee hereby covenant and agree to the following:

- 8.1.1 use the proceeds of the financings for the purposes provided for herein;
- 8.1.2 carry on its business in a diligent and continuous manner;
- 8.1.3 furnish to Lender the tax filings of the Borrower within one hundred twenty (120) days of the end of the Borrowers' fiscal year end;
- 8.1.4 furnish to Lender, upon Lender's reasonable request, a written account as to the amounts contributed to the Picture, as of that point in time, by each of the sources of financing in the Financing Plan;

- 8.1.5 provide Lender, upon Lender's reasonable request, progress reports and cost statements with respect to the production and distribution of the Picture;
- 8.1.6 file, by the stipulated deadlines, its income tax returns and any other documents required, as applicable, with the competent authorities for the purpose of obtaining its income tax credits and provide Lender with a copy of the income tax filings of the Borrower within ninety (90) days of the end of their respective fiscal year end;
- 8.1.7 promptly notify Lender and provide Lender with a copy of all notices of assessment issued by tax authorities;
- 8.1.8 at all times, give Lender's representatives the right to inspect the Borrower's and Designee's establishments and provide access thereto, and further permit Lender's representatives to examine their books of account and other records, and take extracts therefrom and/or copies thereof;
- 8.1.9 maintain, at all times, insurance coverage on the property of the Borrowers against loss or damage caused by fire and any other risk as is customarily maintained by companies carrying on a similar business;
- 8.1.10 obtain and maintain in effect the permits and licenses required to carry on its business;
- 8.1.11 deliver the Picture on or before the Delivery Date. The Borrower shall notify Lender immediately, in writing, upon becoming aware of any cause of delay in delivering the Picture by the Delivery Date;
- 8.1.12 notify Lender, without delay, of any Event of Default or any event which, following notice or the expiry of a delay, could constitute an Event of Default;
- 8.1.13 punctually pay all taxes, assessments, deductions at source, income tax or annuities for which the payment thereof is guaranteed by prior claim; and
- 8.1.14 provide Lender with any information or document it may reasonably require from time to time.

8.2 Books and Records

Until payment in full of the Repayment Amount, Borrower and Designee shall maintain true, full and complete books and records of its financial transactions with respect to its interests in the Picture in accordance with generally accepted accounting principles in the motion picture industry, and shall permit Lender (or its designee) to examine such books and records at such times during reasonable business hours as Lender (or its designee) may request, but not more than once per quarter in each calendar year, and take excerpts therefrom and make copies thereof. Until such time as payment in full of the Repayment Amount, all such books and records (or duplicates thereof) shall be maintained at its principal places of business and shall not

be maintained in any other place without Lender's prior written consent. Borrower and Designee, as applicable shall and shall furnish to Lender its compiled annual financial statements within ninety (90) days of the end of their fiscal year (with the compiled annual financial statements of the Designee within ninety (90) days of the end of its fiscal year);

8.3 Statements, etc.

Until payment in full of the Repayment Amount, but not more than once per quarter in each calendar year, Borrower and Designee shall furnish, or cause to be furnished, to Lender all information in connection with the Picture as Lender may request, including, without limitation, the following:

- 8.3.1 copies of all statements and other financial information received by it or any Affiliated Person related to the Picture;
- 8.3.2 during production of the Picture, Borrower shall (a) keep Lender reasonably informed as to the progress of production and the plans for continuing and completing the production and Delivery, (b) email or send to Lender by email weekly production progress reports through delivery of the Picture, (c) prepare and deliver to Lender regular (and upon Lender's request) itemized production cost statements (including, without limitation, item by item good faith estimates of the cost to complete the Picture) together with comparisons of same to the Approved Budget, and (d) promptly submit to Lender any estimates of future expenditures or statements of costs incurred or other production reports which Lender may reasonably require from time to time; and
- 8.3.3 summaries of all revenues received and income paid and payable to Borrower by Distributors or any other Person in connection with the Picture; provided however, unless Borrower has received any revenues directly itself, the statements provided to Lender by the Collection Administrator shall suffice.

8.4 Reconciliation of Statements

Upon Lender's reasonable request, Borrower shall promptly furnish to Lender a reconciliation of information concerning any discrepancy with respect to any item in any summary or statement of revenues paid and payable by Borrower or any other Person, and Borrower further agrees that, if Lender in its good faith business judgment, believes that an Event of Default may have occurred, Lender shall have the right to appoint an accountant to prepare such information as Lender may require, the reasonable fees and expenses of such accountant to be borne and paid by Borrower.

8.5 Notice of Legal Proceedings

Borrower and Designee shall promptly give Lender written notice of all litigation, proceedings, controversies (which in any way may adversely affect Lender's rights and Security Interest hereunder or under any of the documents referred to herein) or interruptions (*i.e.*, Events of Force Majeure) in the production or distribution of, or claims materially affecting, the Picture,

and/or any of Borrower's or Lender's rights with respect thereto, and, where applicable, Borrower shall appear in and defend any and all such actions and proceedings and shall obtain and furnish to Lender from time to time, upon demand, all instruments, agreements, financial statements, documents, releases and subordinations of claims or liens as Lender may require, consistent with this Agreement, to maintain the priority of Lender's Security Interest under this Agreement.

8.6 Corporate Existence

Borrower is a limited liability company organized under the laws of the state of Michigan. Designee is a limited liability company organized under the laws of the state of Louisiana. Borrower and Designee shall, at all times hereunder, each maintain its corporate existence and shall cause to be supplied, all necessary services in connection with the production, sale, distribution, exhibition and exploitation of the Picture and all necessary services required to be performed by Borrower under the Distribution Agreements.

8.7 Laboratory

All physical property relating to the Picture shall be deposited with a Laboratory, and a Laboratory Pledgeholder Agreement shall be duly executed by each Laboratory and delivered to Lender promptly upon execution of this Agreement. No print, preprint, sound or other materials relating to the Picture shall be deposited at any laboratory or maintained at any place other than a Laboratory which has executed a Laboratory Pledgeholder Agreement without Lender's prior written consent. Lender acknowledges that the Borrower and the Distributor(s) may have access to such film materials, but only to the extent permitted in the Laboratory Pledgeholder Agreement.

8.8 Costs and Expenses

If Borrower refuses to accept the Loan from Lender and attempts to terminate this Agreement or the Loan contemplated hereunder, without Lender's written consent, Borrower shall pay all of Lender's actual out-of-pocket costs and expenses (including, without limitation, Lender's attorney's fees incurred in connection with this Agreement, including, without limitation, all costs and expenses incurred in connection with the negotiation and preparation of this Agreement and the other agreements and documents referred to herein). Such costs and expenses (including, without limitation, court costs and attorney's fees) shall constitute a Disbursement hereunder (which may exceed the Loan) and shall be secured and recoupable on the same terms as the Loan is secured and recoupable hereunder; provided, however, that Borrower shall pay any reasonable attorney's fees, court costs and out-of-pocket expenses incurred by Lender in connection with this Agreement immediately upon demand by Lender. At Lender's election, Lender shall have the right (and is hereby authorized by Borrower) to make additional Disbursements under the Loan for the repayment to Lender of all such amounts.

8.9 Performance, Copyright Registration

Borrower shall diligently and duly perform and observe all of the terms, covenants and conditions to be performed and observed by such Persons, respectively, under and pursuant to the Distribution Agreements, below, and shall otherwise facilitate Lender's performance of such

agreements. Promptly upon execution of this Agreement, Borrower shall cause to be registered the Screenplay with the United States Copyright Office, if Borrower has not already done so, and give Lender written notice of all names and titles which the Screenplay and the Picture have had or been known by. Promptly upon completion of principal photography of the Picture, Borrower shall notify Lender in writing and, promptly after delivery of the Picture to Sales Agent, Borrower shall register (or cause to be registered) the Picture with the United States Copyright Office and deliver to Lender a fully executed Copyright Mortgage for the Picture. In addition to executing such Copyright Mortgage, Lender shall provide Borrower with copies of any documents necessary for registration of such Mortgage with the Copyright Office. Borrower hereby agrees to do such further acts and things and to execute and deliver to Lender such additional conveyances, assignments, agreements, and instruments as Lender may require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm to the Lender its rights, powers, and remedies hereunder upon being provided with an opportunity to review and comment on the same. Borrower shall also give Lender prompt written notice each time the Screenplay or the Picture acquires or becomes known by a new or different name or title.

8.10 Indemnity

8.10.1 Borrower shall, at all times, indemnify and hold Lender and its shareholders, officers, directors, employees, representatives and agents harmless from and against any and all third-party liabilities, claims, demands, causes of action, losses, damages, expenses (including, without limitation, reasonable outside verifiable attorney's fees), costs, settlements, judgments or recoveries arising out of or resulting from (i) any material breach of any representations, warranties, agreements or covenants made herein or under any Loan Documents to which it is a party, or (ii) any third-party suit or proceeding of any kind or nature whatsoever against Lender arising from or connected with the development, production, exploitation and promotion of the Picture or any Loan Document (except those arising due to Lender's negligence, reckless or intentional misconduct, or material breach hereunder).

8.10.2 Lender shall, at all times, defend, indemnify and hold Borrower and its shareholders, members, officers, directors, employees, representatives and agents harmless from and against any and all third-party liabilities, claims, demands, causes of action, losses, damages, expenses (including, without limitation, reasonable outside verifiable attorney's fees), costs, settlements, judgments or recoveries arising out of or resulting from (i) any breach of any representations, warranties, agreements or covenants made by Lender herein or under any Loan Documents to which it is a party, or (ii) any third-party suit or proceeding of any kind or nature whatsoever against Lender arising from or connected with any material breach of any representations, warranties, agreements or covenants made by Lender herein or under any Loan Documents to which it is a party (except those arising due to negligence, reckless or intentional misconduct, or material breach of this Agreement by Borrower or Designee).

- 8.10.3 In order to seek or receive indemnification hereunder: (a) the party seeking indemnification must have promptly notified the other of any claim or litigation to which the indemnification relates; and (b) the party seeking indemnification must have afforded the other the opportunity to participate at the expense of such other party in any compromise, settlement, litigation or other resolution or disposition of such claim or litigation.

8.11 Further Assurances

If Lender requests, Borrower shall execute and deliver, or cause to be executed and delivered, to Lender such further instruments, documents and agreements consistent herewith as Lender may reasonably require, and shall do, or cause to be done, such further acts as Lender may reasonably require to carry out or effectuate the purposes of this Agreement and enable Lender to exercise its rights and remedies hereunder. If Borrower fails to execute or deliver to Lender any such further instruments, documents or agreements within five (5) Business Days after Lender's request therefor, then Lender is hereby appointed as such Borrower's irrevocable attorney-in-fact, with full power of substitution and with the right, but not the obligation, to do any and all acts and things necessary to execute, acknowledge and deliver any and all such further instruments, documents or agreements, in Borrower's name and on Borrower's behalf, which appointment shall be deemed to be a power coupled with an interest and shall be irrevocable.

8.12 Notice of Events of Default

Borrower shall give Lender prompt written notice of all Events of Default under any of the terms or provisions of this Agreement and of any changes in management, litigation, or of any other matter which has resulted in or may result in a materially adverse change in Borrower's or Designee's financial condition or operations.

8.13 Insurance

- 8.13.1 "Producer's Package" Coverage. Borrower shall cause to be at all times hereunder at no cost to the Lender obtained and kept in full force and effect in amount, kind and form reasonably satisfactory to Lender and with insurers approved in writing by Lender, the following types of insurance providing such coverage as is customarily provided by such types of insurance: Negative Insurance in an amount equal to the amount of the Budget; faulty stock, camera and processing insurance; props, sets and wardrobe insurance; miscellaneous equipment insurance; property damage and liability insurance and any other insurance policies on such terms and at such times as are required under the Distribution Agreements.

- 8.13.2 Lender Named as Loss Payee Cancellation Provisions. Such insurance policies as are enumerated in the preceding paragraph, shall include Lender as a loss payee, and shall include a provision for the issuance to Lender of written notice of any cancellation of or material change in such insurance coverage, which written notice shall be given to Lender not less than thirty

(30) days in advance of such cancellation of or material change in such insurance coverage.

8.13.3 Liability Insurance. Borrower shall cause to be obtained and kept in full force and effect at all times hereunder at no cost to the Lender and keep in full force and effect and in an amount, kind and form reasonably satisfactory to Lender and with insurers approved in writing by Lender, errors and omissions insurance covering, among other things, the legal liability and defense of Borrower against lawsuits alleging the unauthorized use of title, format, ideas, characters, plots, plagiarism, copyright infringement and unfair competition. Such insurance shall also protect against alleged libel, slander, defamation of character and invasion of privacy. The errors and omissions insurance shall be at least the minimum amount and a period of coverage of not less than the minimum required under any Distribution Agreement or any other third party agreement.

8.13.4 Naming Lender "Additional Insured". The insurance enumerated in Section 8.13.3 shall name Lender as an additional insured thereunder and shall provide for the issuance of written notice to Lender of any cancellation of or material change in any such insurance coverage, which written notice shall be given to Lender not less than thirty (30) days in advance of such cancellation of or material change in such insurance coverage.

8.13.5 Payment of Premiums. The insurance policies (or the Certificates of Insurance reflecting that such coverage is in effect) referred to in this Section 8.13 shall: (i) contain an endorsement which negates the "other insurance" clause in such policies and a statement that the insurance being provided is primary and any insurance carried by Lender is neither primary nor contributory; and (ii) be delivered to Lender. Lender shall not have any liability to pay for any premiums or calls with respect to any of the insurance policies referred to in this Section 8.13.

8.14 Compliance with Laws

Borrower shall comply in all respects with any known labor law, minimum wage, overtime and child labor laws, to the extent applicable.

8.15 Payments from the Distributors

At all times (including, without limitation, after the occurrence of an Event of Default hereunder) prior to repayment in full of the Repayment Amount, Borrower shall supervise and monitor the performance of and payments from the Distributors under the Distribution Agreements, and shall keep, or shall cause the Collection Agent to keep, true, full and complete books and records of such payments, which books and records shall be in accordance with generally accepted accounting practices in the motion picture industry. Borrower shall duly and timely pay all other Repayment Amounts payable to Lender hereunder as and when due and payable. Until full payment of the Repayment Amount:

8.15.1 Borrower will require the Sales Agent to furnish to Lender, at Lender's reasonable request, a report on all sales concluded with respect to the Picture.

8.15.2 Borrower will use reasonable efforts to require the Sales Agent to take all required actions to minimize the withholding taxes on sales concluded in connection with the Picture.

8.16 Notices of Assignment

Borrower shall obtain (or shall cause Sales Agent to obtain) from each Distributor, currently with such Distributor's execution of its Distribution Agreement (after the date hereof) and as a precondition to such Distributor's exercise of rights thereunder, a Notice of Assignment, in form and substance acceptable to Lender and its counsel, signed by such Distributor requiring such Distributor to make payments to the Collection Account as provided herein.

8.17 Loan Assignment Note and Notice of Assignment

Borrower shall execute a promissory note(s) in the same form and substance as the Note, which cancels and supersedes the Note and a notice of assignment, if and when the Loan and all the Loan Documents are assigned to a third party by Lender.

8.18 Foreign Exchange

Borrower assumes all risks associated with exchange rate fluctuations between the Dollar and any currency other than the Dollar. Without limiting the generality of the foregoing, Borrower assumes the risk that (i) to the extent that any of the costs of production of the Picture are to be paid in a currency other than Dollars, the Loan proceeds may be inadequate to pay all of the costs of production of the Picture due to changes in the exchange rates between the Dollar and the currency or currencies which are to be used to pay the costs of production of the Picture, (ii) to the extent that one (1) or more of the Distributors makes payment to Lender in a currency other than Dollars, the total of all payments made to Lender by the Distributors may not be sufficient to repay the Repayment Amount in full, and (iii) the value of any currency other than the Dollar (whether such currency is to be used to pay costs of production of the Picture or to repay the Repayment Amount) may decline relative to the Dollar.

8.19 Taxes and Other Liabilities

Each of Borrower and Designee shall pay and discharge, before the same become delinquent and before penalties accrue thereon, all Taxes, assessments and governmental charges upon or against it or upon its income or profits or upon any of its properties and all its other liabilities at any time existing and shall pay all governmental charges at any time payable or ruled to be payable with respect to the existence, execution or delivery of this Agreement or the other Loan Documents by reason of any existing or hereafter enacted federal, provincial or state statute.

8.20 Compliance

Borrower and Designee shall comply with all laws, rules and regulations relating to and shall pay prior to delinquency all license fees, registration fees, taxes, guild or union pension, health and

welfare payments, supplemental market, reuse and other required payments and assessments and all other charges, including without limitation non-governmental levies or assessments, which may be levied upon or assessed against, or which may become a lien on, the ownership, operation, possession, maintenance, exploitation, exhibition or use of, the Collateral, or which create or may create a lien upon the Collateral, or any part thereof. Borrower and Designee, as applicable, shall pay prior to delinquency all required guild or union residual payments arising with respect to the Picture.

9. NEGATIVE COVENANTS

9.1 Written Consent

Borrower hereby covenants and agrees that, as long as this Agreement is in effect and until Borrower's obligations to Lender hereunder are fully discharged, the Borrower and Designee will not, without first having procured Lender's written consent:

- 9.1.1 merge with another company, wind up, liquidate or dissolve its affairs, or sell, lease, license, transfer, or otherwise dispose of or grant an interest in all or substantially all of its properties and assets, or change its corporate or trade name or modify its corporate existence;
- 9.1.2 create, assume or suffer to exist any security interest, mortgage, pledge, encumbrance, assignment, lien or charge of any kind upon the Collateral (other than Permitted Encumbrances);
- 9.1.3 substantially change the nature of its operations or business;
- 9.1.4 change the ownership of the Borrower or Designee, which is currently reflected in the organizational documents to be provided by Borrower and Designee to Lender as a condition precedent to the advance of the Loan hereunder;
- 9.1.5 declare or pay dividends on its shares/units, purchase or redeem its shares/units or otherwise reduce its capital;
- 9.1.6 grant loans to its officers, directors or shareholders other than in the ordinary course of business; and
- 9.1.7 grant a loan or an investment or provide financial assistance to a third party by way of a guarantee or otherwise other than in the ordinary course of business.

9.2 Use of Funds

Borrower shall not use any funds disbursed by Lender under the Loan for any purpose or thing other than to pay the costs of production and distribution of the Picture in accordance with the Approved Budget and to fund the fees specified herein.

10. EVENTS OF DEFAULT

10.1 Specified Events of Default

At any time prior to full payment of the Repayment Amount, each of the following hereby constitutes and is referred to herein as an **“Event of Default”**:

- 10.1.1 Borrower’s failure to make (or cause to be made) payments of principal, interest, fees or any other amount as and when due hereunder or under any Loan Document;
- 10.1.2 any failure by Borrower to maintain (or cause to be maintained) in full force and effect the insurance policies required pursuant to Section 8.13 hereof for the full periods required by Lender;
- 10.1.3 default by Borrower in the due and timely observance or performance of the terms, provisions, covenants, conditions, agreements or obligations contained in this Agreement or any Loan Document;
- 10.1.4 failure by any Borrower to perform or observe, in a due and timely manner, any of the other terms, provisions, covenants, conditions, agreements or obligations contained herein or any Loan Document;
- 10.1.5 the material falsity of any financial statement given to Lender by Borrower, or of any representation or warranty made by Borrower or any other Person in writing in connection with this Agreement or in connection with the instruments, documents and assignments to be executed by Borrower or any other Person pursuant hereto;
- 10.1.6 the suspension by Borrower of its business operations which suspension would in any way materially and adversely affect Lender’s rights and Security Interest hereunder or under any documents referred to herein;
- 10.1.7 the issuance or levy of any warrant of attachment, execution or other writ on the proceeds payable pursuant to any agreement referred to herein or secured by Lender’s Security Interest [or Borrower fails to post (or cause to be posted) an indemnity bond for the maximum liability pursuant to any such attachment, execution or other writ];
- 10.1.8 if Borrower: (i) becomes insolvent or is unable to pay its debts as they mature (including, without limitation, Borrower’s failure to pay the Repayment Amount), (ii) makes an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its properties or assets, (iii) files a voluntary petition in bankruptcy or seeking reorganization or to effect a plan or other arrangement with creditors, (iv) files an answer admitting the jurisdiction of any court and the material allegations of an involuntary petition filed pursuant to any applicable United States laws (or the laws of any other applicable country) relating to bankruptcy or

reorganization, (v) joins in any such petition for an adjudication or for a reorganization or other arrangement, (vi) becomes or is adjudicated a bankrupt, (vii) applies for or consents to the appointment of a receiver or trustee for itself or for any of its properties, assets or business, (viii) allows an order to be entered against it pursuant to any applicable laws of the United States (or the laws of any other applicable country) relating to bankruptcy or reorganization, (ix) allows a receiver or a trustee to be appointed otherwise than on its own application or consent for all or a substantial part of its properties, assets or business; (x) becomes party to a process of execution enforced or levied by a third party on the property of the Borrowers or any part thereof;

10.1.9 if a final judgment or judgments for the payment of money is entered or affirmed by a court against Borrower from which no further appeal may be taken, and such party does not discharge the same or provide for its or their discharge in accordance with its or their terms or procure a stay of execution thereof within 30 (thirty) days from the date of entry thereof; or

10.1.10 if any Loan Document ceases to be in full force and effect.

10.2 Remedies

Upon the occurrence and continuance of any Event of Default (but subject to the Intercreditor Agreement and any applicable cure periods set forth in Section 10.3 below), the Repayment Amount shall immediately become due and payable, including without limitation, Lender's actual, direct, third party legal fees, costs, and expenses incurred by Lender in connection with such Event of Default. In addition, at Lender's option, Lender shall be entitled to exercise any or all of the following additional remedies, in each case subject to the Intercreditor Agreement and the rights of the parties set forth in Section 5.2.3:

10.2.1 Lender may declare liquid and exigible all monetary obligations of the Borrower still outstanding at that time and claim from the Borrower and/or the Designee, with no other notice of default, immediate payment of the principal, interest, fees and any other amount, including the fees incurred by Lender for the collection and protection of the debt and the execution of any other obligation of the Borrower and/or the Designee.

10.2.2 The Borrower shall lose all its rights and privileges hereunder, including and without limitation the right to receive additional disbursements until the Repayment Amount has been fully repaid.

10.2.3 Lender may charge the Borrower reasonable analysis, administration and follow-up charges and may also incur and pay any reasonable amount for services rendered (including the fees for legal counsel, accountants or any other professional whose services may be required or deemed necessary) with respect to the realization, sale, transfer, delivery or payment to be made in the exercise of any security held by Lender and may withhold such

charges and fee amounts from the proceeds of the realization on its Security Interest.

- 10.2.4 Any amount collected or received by Lender, including the balance of any proceeds of the realization on its Security Interest, may be withheld by Lender and may, at Lender's discretion, be charged to any portion of the Borrower's indebtedness to Lender.
- 10.2.5 Lender shall be entitled to exercise, with respect to the Collateral, all of the rights and remedies available to a secured party upon default under the applicable *Uniform Commercial Code* or the applicable *Personal Property Security Act* at the time which shall be applicable for the purpose of establishing the relative rights of Lender, Borrower, as applicable, and under procedures to be followed in the event this paragraph becomes operative, including, without limitation, the right to sell the Collateral or any portion thereof and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as may be provided by law or in equity.
- 10.2.6 Lender may require Borrower to assemble the Collateral and make it available to Lender at a place or places to be designated by Lender.
- 10.2.7 Lender may, in its sole discretion, in its name or in the Borrower's name, or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement reasonably deemed desirable with respect to, any of the Collateral, but Lender shall be under no obligation to do so, Lender shall consult with Borrower with regard to such matters, provided that in all cases Lender's decision shall be final. Lender may extend the time of payment, arrange for payment in installments, or otherwise modify the term of, or release, any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting the liability of, Borrower. Lender will not be required to take any steps to preserve any rights of or against any Person which in any way relate to the Collateral. If Borrower fails to make payment or take any action required under this Agreement, or any Loan Document, Lender may make such payments and take all such actions as Lender reasonably deems necessary to protect Lender's security interests in the Collateral or the value thereof, and Lender is hereby authorized (without limiting the general nature of the authority conferred herein) to pay, purchase, contest or compromise any encumbrances, charges or liens which in Lender's good faith judgment appear to be equal to, prior to or superior to Lender's security interests in the Collateral.
- 10.2.8 Lender may, without notice or demand or legal process, enter upon any premises, or wherever any portion of the Collateral may be, and take possession of the Collateral together with all additions and accessories thereto; demand and receive such possession from any Person who has possession thereof; remove, keep and store the Collateral or any position

thereof, or put a custodian in charge thereof; and take such other measures as it may deem reasonably necessary or proper for the care or protection thereof.

- 10.2.9 Lender may, with or without taking possession thereof, sell or cause to be sold all or any portion of the Collateral, at such commercially reasonable price or prices as Lender, in its sole and absolute discretion, shall determine, and for cash or on credit or for future delivery, without assumption of any credit risk, at any public or private sale, without demand of performance or notice of intention to sell or of time or place of sale; provided, however, that unless the Collateral in Lender's possession is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give Borrower reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is delivered or mailed, by registered mail, postage prepaid, to Borrower as set forth in this Agreement or such other address as Borrower may have furnished to Lender as provided herein, at least ten (10) Business Days prior to the time of such sale or other intended disposition. The purchaser at any such sale (including, if applicable, Lender) shall hold the property sold absolutely free from any claim or right of whatever kind including, without limitation, any equity of redemption, and Borrower hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which it now has or may have at any time in the future under any rule of law or statute now existing or hereafter enacted. Any public or private sale of the Collateral or any part thereof shall be held at such time or times within ordinary business hours and at such place or places as Lender may fix in the notice of such sale. At any such sale, the Collateral, or any portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as Lender may (in its sole discretion) determine and, if permitted by law, Lender may bid (which bid may be, in whole or in part, in the form of cancellation of Repayment Amount) for and purchase the Collateral or any portion thereof for the account of Lender. Lender shall not be obligated to make any sale of the whole or any part of the Collateral if it determines not to do so, regardless of the fact that notice of sale of the Collateral has been given. Lender may, by announcement at the time and place fixed for sale, without prior notice or publication, adjourn any public or private sale of the Collateral or cause any such sale to be adjourned from time to time, and such sale may, without further notice, be made at the time and place to which it was so adjourned. In case a sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by Lender until the sale price is paid by the purchaser or purchasers thereof; provided, however, that Lender shall not incur any liability in case any such purchaser or purchasers fails to pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again.

- 10.2.10 In the absence of any Laboratory Pledgeholder Agreement, any laboratory which has possession of any of the Collateral is hereby constituted and appointed by Borrower as pledgeholder for Lender and Lender may authorize each such pledgeholder to sell all or any portion of the Collateral upon Lender's order and direction, and Borrower hereby waives any and all claims for damages, or otherwise, for any action taken by such pledgeholder.
- 10.2.11 Lender shall be entitled to the appointment of a receiver to take possession of all or any portion of the Collateral and to exercise such powers as the court may confer upon the receiver, and Borrower hereby waive, to the fullest extent permitted by law, notice and the right to receive notice of any application by Lender for such appointment; provided, however, that Lender shall use reasonable efforts to send Borrower a courtesy notice of such application; provided, however, that Lender's failure to send such notice shall not affect Lender's rights under this section or elsewhere hereunder or constitute a breach of this Agreement by Lender, and provided further that, notwithstanding any such application or appointment, Lender shall be entitled to apply, without notice to Borrower, any cash or cash items constituting Collateral in Lender's possession to payment of Borrower's Repayment Amount under this Agreement, the Note and the other Loan Documents.
- 10.2.12 Upon any sale of any item of Collateral by Lender hereunder (whether by virtue of the power of sale herein granted, pursuant to judicial process or otherwise), a receipt issued by Lender or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of such item or items of Collateral so sold, and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid to Lender or such officer or be answerable in any way for the misapplication or non-application thereof.
- 10.2.13 Lender or any holder of the Note is hereby authorized at any time and from time to time, without notice to Borrower (any such notice being expressly waived by Borrower), to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, including, without limitation, any certificate of deposit, and any other Repayment Amount at any time owing by Lender or such holder of the Note to or for Borrower's credit or account against any and all of Borrower's then-due Repayment Amount now or hereafter existing under this Agreement, the Note or any other Loan Document (including, without limitation, any Repayment Amount due by reason of any acceleration hereunder), irrespective of whether or not Lender or such holder of the Note has made any demand under this Agreement, the Note or any other Loan Document. Lender agrees to promptly notify Borrower after any such setoff and application. Lender's rights under this Section 10.2.13 are in addition to any other rights and remedies (including, without limitation, other rights of setoff) which Lender may have.

- 10.2.14 Lender may, at its option, engage others to exercise or discharge any of its rights or obligations hereunder. The amounts payable to such others by Lender shall be recoupable by Lender and secured as provided in Section 8.8 hereof.

10.3 Cure Period

With respect to the Events of Default set forth in Sections 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, Error! Reference source not found.10.1.6, or 10.1.10, above, if such an Event of Default is capable of cure, Borrower shall have a period of ten (10) business days after receipt of written notice of such Event of Default within which to cure any such Event of Default.

10.4 Attorney-in-Fact

Subject to the Intercreditor Agreement, should an Event of Default occur hereunder, each of the Borrower and Designee hereby irrevocably designates, constitutes and appoints Lender as its true and lawful attorney-in-fact with full power of substitution and with full and irrevocable power (which power shall be deemed coupled with an interest), in such party's place and stead and in either such party's or Lender's name, at any time: (i) to lease, license, sell or otherwise dispose of any rights such party may have in or to the Picture (or to engage others to do so with the costs and expenses thereof to be recoupable by Lender as provided in Section 8.8 hereof); (ii) to negotiate such lease, license, sale or other agreements and to enter into such agreements on such party's behalf on such terms and conditions as Lender deems appropriate; (iii) to require, demand, collect, receive, settle, adjust, compromise and to give acquittances and receipts for the payment of any and all monies payable pursuant to the Distribution Agreements or such other agreements as Lender has a Security Interest in and such licenses and agreements as Lender may enter into as provided in this paragraph; (iv) to file any claims or proofs of claim, to commence, maintain or discontinue any actions, suits or other proceedings deemed by Lender advisable for the purpose of collecting or enforcing payment of any such monies; (v) to endorse any checks, drafts or other orders or instruments for the payment of monies payable to such Borrower which shall be issued with respect to such monies; (vi) to execute any and all such instruments, agreements or documents as may be necessary or desirable in the premises; and (vii) to apply any receipts so derived as provided herein. However, Lender shall not be obligated to make any demand or present or file any claim or take any action authorized hereby. If Lender requests, Borrower shall deliver to Lender all materials, books, records, documents and things of any nature required by Lender in the exercise of its rights hereunder. Thereafter, unless Lender requests Borrower to do otherwise, Borrower shall continue to perform, and such other Persons shall continue to be obligated to perform, their respective obligations in accordance with the Distribution Agreements and any other agreements entered into by them prior thereto and all other agreements thereafter entered into by Lender pursuant hereto.

10.5 Waiver, Omission

Lender may grant delays, accept or waive security, accept arrangements, grant releases and discharges and transact with the Borrower as it shall deem acceptable without in any way limiting the responsibility of the Borrower and/or the Designee or infringing on the rights of Lender under the security provided for hereunder.

The omission on the part of Lender to notify the Borrower and/or the Designee of any Event of Default hereunder or to avail itself of any of its rights hereunder shall not be construed as a waiver by Lender to take recourse in the event of such default or to exercise its right.

11. SPECIAL PROVISIONS

11.1 Premiere & Festivals

Borrower shall procure Lender six (6) complementary invitations to the United States and/or Canada premiere of the Picture (at Lender's discretion) and all major film festival screenings of the Picture.

11.2 DVD & BluRay

Borrower shall provide Lender, for personal use only, with four (4) DVDs (BluRay, if available) or digital download to own copies (if available) of the Picture when promotionally available.

11.3 Publicity and Announcements

Any public disclosure or announcement by Borrower with regard to Lender or this Agreement must be approved in writing by Lender prior to issue, with Lender's meaningful consultation and prior written approval to be obtained prior to any such disclosures and announcements.

12. MISCELLANEOUS

12.1 Notices

All notices, requests, demands or other communications to the parties hereto shall be in writing and shall be deemed to have been received by the party to which sent within one (1) day after being sent by telecopy, email or overnight courier or five (5) days after being sent by mail, and shall be addressed to Lender or Borrower at the following addresses:

LENDER

Creative Wealth Media Finance Corp.
151 Bloor Street West, Suite 700
Toronto, ON M5S 1S4
Canada

Attention: Jason Cloth
Fax: 905-947-9654

With a courtesy copy to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
Canada

Attention: Tara Parker
Email: tparker@goodmans.ca

BORROWER

Erostratus, LLC
4001 Division Street
Metairie, LA 70002

Attention: Steven Thibault and Matthew Malek
Email: steven.thibault@bronstudios.com and malek@foxtailentertainment.com

With a courtesy copy to:

c/o Bron Studios
5542 Short Street
Burnaby, BC V5J 1L9

Attention: Business Affairs
Email: biz_affairs@bronstudios.com

and

Latham & Watkins LLP
10250 Constellation Boulevard, Suite 1100
Los Angeles, California 90067

Attention: Glen G. Mastroberte
Voice No. (424) 653-5520
Facsimile No. (424) 653-5501
Email: glen.mastroberte@lw.com

DESIGNEE

Erostratus LA, LLC
4001 Division Street
Metairie, LA 70002

Attention: Steven Thibault and Matthew Malek
Email: steven.thibault@bronstudios.com and malek@foxtailentertainment.com

With a courtesy copy to:

c/o Bron Studios
5542 Short Street
Burnaby, BC V5J 1L9

Attention: Business Affairs
Email: biz_affairs@bronstudios.com

and

Latham & Watkins LLP
10250 Constellation Boulevard, Suite 1100
Los Angeles, California 90067

Attention: Glen G. Mastroberte
Voice No.: (424) 653-5520
Facsimile No.: (424) 653-5501
Email: glen.mastroberte@lw.com

12.2 No Waiver; Amendments in Writing

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

12.3 Taxes

Any and all payments (including payments of principal, interest and all fees) by the Borrower, or Designee hereunder shall be made free and clear of and without deductions for any and all present or future Taxes, excluding, (i) taxes imposed on the Lender's income or measured by the overall net income or gross receipts of the Lender, (ii) franchise taxes imposed on it, by the jurisdiction under the laws of which the Lender is organized or any political subdivision thereof and (iii) any deduction or withholding required by any Governmental Authority, applicable law, regulation or international agreement. If the Borrower, Designee, the Sales Agent or any

Distributor, shall be required by law to withhold or deduct any Taxes from or in respect of any sum payable hereunder to the Lender, the Borrower shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant taxation authority or other authority in accordance with applicable law.

12.4 Judicial Reference & Governing Law

12.4.1 Governing Law. The validity, construction, enforcement, interpretation and performance of this Agreement, and the obligations arising hereunder, and any claim, controversy or dispute arising under or related hereto, the transactions contemplated hereby or the rights, duties and relationship of the parties hereto, shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such , without regard to the principles thereof regarding conflict of laws (other than Section 5-1401 of the New York General Obligations Law, which shall apply), and any applicable laws of the United States of America.

12.4.2 VENUE. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS MAY AT THE LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND EACH PARTY WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

12.4.3 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WHICH CANNOT BE WAIVED, BORROWER HEREBY WAIVES AND COVENANTS THAT BORROWER WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE SUBJECT MATTER HEREOF, THE NOTE, OR ANY LOAN DOCUMENTS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING OR WHETHER IN CONTRACT OR IN TORT OR OTHERWISE.

12.4.4 Nothing in this Agreement shall be deemed to apply to or limit Lender's right to (i) to exercise self-help remedies such as (but not limited to) setoff, (ii) foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (iii) obtain from a court provisional or ancillary remedies (including, without limitation, injunctive relief, a writ of possession, prejudgment attachment, a

protective order or the appointment of a receiver), or (iv) pursue its rights against any Person in a third-party proceeding in any action brought against Lender (including, without limitation, actions in bankruptcy court). Lender may exercise the rights set forth in this paragraph, during or after the pendency of any judicial reference proceeding. Neither the exercise of any self-help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies, or the opposition to any such provisional remedies, shall constitute a waiver of the right of any party, including, without limitation, the claimant in any such action, to require submission to judicial reference the merits of the dispute occasioning resort to such remedies. No provision in the Loan Documents regarding submission to jurisdiction or venue in any court is intended to or shall be construed to be in derogation of the foregoing general judicial reference.

12.5 Cumulative Remedies; No Prior Recourse to Collateral

The enumeration herein of Lender's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that Lender may have under the *Uniform Commercial Code* the applicable *Personal Property Security Act* or other applicable law. Lender shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative. Lender shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

12.6 Successors and Assigns

Lender may assign any or all of its rights and obligations hereunder without Borrower's consent or notice to Borrower; provided, however, that, unless otherwise instructed by Lender in writing, Borrower shall continue to make all payments due hereunder directly to Lender in accordance with Schedule H. Neither Designee nor Borrower may assign any of its respective rights or obligations hereunder without Lender's prior written consent and any purported assignment without such consent shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of Borrower and its permitted successors and assigns and Lender and its successors and assigns.

12.7 Severability

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

12.8 Confidentiality

Without the prior written consent of Lender, neither this Agreement, nor any of the terms hereof may be delivered or disclosed to any third party, other than (on a confidential basis) legal

counsel, accountants or financial advisors acting for Borrower, WGA, DGA, SAG-AFTRA, on an as-needed basis, and as otherwise may be required pursuant to a court order. In addition, this Agreement is intended solely for the benefit of the parties hereto and may not be relied on by any other party without the prior written consent of Lender.

12.9 Entire Agreement, Counterparts

This Agreement, the Note and the documents, instruments and agreements delivered (or to be delivered) pursuant hereto shall constitute the entire agreement between the parties hereto with respect to the Loan and shall supersede all other agreements written or oral with respect thereto, including but not limited to the Term Sheet. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. A signed and delivered facsimile copy of this Agreement, or a signed copy transmitted electronically in either a tagged image format file (TIFF) or a portable document format (PDF), shall be binding on the party signing the facsimile or electronically transmitted copy, and such copy shall have the same effect as the original. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party which requests it, but failure to do so shall not affect the validity, enforceability, of binding effect of this Agreement, and the parties hereby waive any right they may have to object to such treatment.

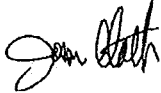
12.10 No Third Party Beneficiaries

This Agreement is not made for the benefit of any third party or parties.

[SIGNATURE PAGE TO FOLLOW]

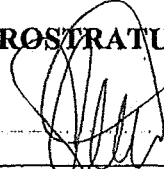
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

**CREATIVE WEALTH MEDIA FINANCE
CORP.**



By: Jason Cloth
Its: Authorized Signing Authority

EROSTRATUS, LLC



By: Steven Thibault
Its: Authorized Signing Authority

By: Matthew Malek
Its: Authorized Signing Authority

The foregoing terms, conditions, representations and covenants expressly relating to Designee are hereby accepted and agreed by:

EROSTRATUS LA, LLC



By: Steven Thibault
Its: Authorized Signing Authority

By: Matthew Malek
Its: Authorized Signing Authority

The foregoing terms and conditions are hereby accepted and agreed by:

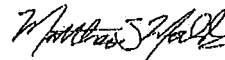
BRON STUDIOS USA, INC.



By: Aaron L. Gilbert
Its: Authorized Signing Authority

By: Steven Thibault
Its: Authorized Signing Authority

FOXTAIL ENTERTAINMENT, LLC



By: Matthew Malek
Its: Authorized Signing Authority

SCHEDULE A

DEFINITIONS

- (1) **"Affiliated Person"** means, as to any Person, any other Person who directly or indirectly, controls, is controlled by, or is under common control with such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract, or otherwise.
- (2) **"Business Day"** or **"business day"** means any day that is not a Saturday, Sunday, or a day on which banks in the state of New York are required or permitted to be closed.
- (3) **"Canada"** means the provinces and territories of Canada, including, without limitations, Alberta, British Columbia, Labrador, Manitoba, New Brunswick, Newfoundland, Nova Scotia, Ontario, Prince Edward Island, Quebec, Saskatchewan and the territories of Nunavut, Northwest Territories, Yukon Territories.
- (4) **"Chain of Title Documents"** means the documentation described in Schedule "B" attached to the Agreement.
- (5) **"Closing Date"** means the date that Borrower has met all conditions precedent as provided for in Section 7, to Lender's satisfaction.
- (6) **"Closing Documents"** or **"Transaction Documents"** means the agreements entered into by the Borrower and certain third parties in respect of the Picture, as more particularly described on Schedule C attached hereto.
- (7) **"Delivery"** means that delivery and acceptance of the Delivery Items have taken place under the Distribution Agreements.
- (8) **"Delivery Date"** shall mean such date as mutually agreed by Lender and Borrower in writing.
- (9) **"Delivery Items"** means the delivery items specified in each Distribution Agreement that are required to be delivered as a condition precedent to the payment of any portion of such Distributor's minimum guaranteed payment and which are of a technical quality suitable for the

Distributor to exercise and commercially exploit such Distributor's rights.

- (10) **"Distribution Agreement(s)"** means the agreement(s) between Borrower (or any Person acting on Borrower's behalf, including without limitation, a Sales Agent or any Person to whom rights in the Picture have been licensed pursuant to a tax mitigation system) and a Distributor licensing, granting or selling to the Distributor rights to distribute, broadcast, exhibit or otherwise exploit the Picture or any rights contained therein or thereto, including, without limitation, any and all rights relating to the merchandising, publishing, music and phonorecords derived from or connected with the Picture.
- (11) **"Distributor"** or **"Distributors"** means any Person with whom Borrower (or any Person acting on Borrower's behalf, including without limitation, a Sales Agent or any Person to whom rights in the Picture have been licensed pursuant to a tax mitigation system) have entered or will enter, into a Distribution Agreement with respect to the Picture or any rights therein or thereto.
- (12) **"Dollars"** or **"\$"** or **"USD \$"** means the lawful currency of the United States.
- (13) **"DTK"** means David the King, LLC.
- (14) **"Event of Force Majeure"** means an act of God, war, riot, civil commotion, fire, casualty, strike, labor dispute, act of any federal, state or local authority, death, disability or default of any principal member of the cast or any principal member of the crew, or for any other similar or dissimilar reason beyond Borrower's reasonable control which causes a delay, interruption or suspension of production or delivery of the Picture.
- (15) **"Governmental Authority"** means any federal, provincial, state, municipal, local or other government or other governmental or public department, central bank, parliament, legislature, regulatory authority, agency, commission, board or court or other law, regulation or rule making entity (including a Minister of the Crown) having jurisdiction on behalf of any nation, state, province, municipality or district, or any subdivision thereof or any quasi-governmental, judicial or administrative authority exercising regulatory or taxing authority.

- (16) **“Gross Receipts”** means all cash or other consideration received by or credited to Borrower or Designee (or a Sales Agent on Borrower’s behalf) from any and all exploitation of the Picture (but excluding, for the avoidance of doubt, any amounts received in connection with the exploitation of any sequel, remake or other derivative production rights) throughout the world in perpetuity and any of its allied, underlying or incidental rights (copyright, trademark and intellectual property rights in and to the Picture), including without limitation, exploitation of motion picture rights, all television rights (pay, free, film, tape, cassette, cable, live and otherwise) and all allied and incidental rights in the Picture, including by way of further illustrations, music rights, soundtrack album rights, merchandising rights, publishing rights, radio rights, stage rights and promotional and advertising rights (net of fees and expenses payable to third party sales agents as approved in writing by Lender or other costs actually incurred by Borrower in connection with securing such amounts), but specifically excluding any proceeds from the Tax Credits and from third party financiers of the Picture (which amounts shall be used solely to reduce the cost of production of the Picture).
- (17) **“Laboratory”** or **“Laboratories”** means the laboratories which are engaged to perform laboratory services for the Picture and which are approved in writing by Lender.
- (18) **“Loan Documents”** means this the documents designated as Loan Documents on Schedule C.]
- (19) **“Net Proceeds”** has the meaning specified in Schedule H.
- (20) **“Non-Technical Specifications”** means that the Picture:
 - (a) is based upon the Screenplay, subject to minor variations and/or minor alterations and minor editorial changes as may be required by reason of production exigencies that do not materially alter the storyline;
 - (b) shall be capable of qualifying for a MPAA rating of not more restrictive than “R” (unless agreed in writing by Lender);
 - (c) shall be directed by the Approved Director and include the acting services of the Key Cast in the specified roles or such other roles as may be approved in writing by Lender, in any such case, a replacement therefor selected with Lender’s prior written approval;
 - (d) shall be produced by the Individual Producers; and
 - (e) shall not exceed the Budget, in each case in all respects as required under and in accordance with (and after having complied with and

having procured compliance with all other related requirements and obligations set out in) the Distribution Agreements.

- (21) **“Organizational Documents”** means the documents designated as “Organizational Documents” on Schedule C.
- (22) **“Permitted Encumbrances”** means, collectively, (i) customary liens to laboratories; (ii) Lender’s liens under the Loan Documents; (iii) DTK’s liens in connection with the DTK US Loan and the DTK ROW Loan; (iv) the Tax Credit Financier’s lien pursuant to the Tax Credit Financier Loan; (v) customary protective liens granted to Distributors pursuant to Distribution Agreements; (vi) liens arising virtue of any statutory or common law provision relating to banker’s liens, rights of setoff or similar rights with respect to deposit accounts; (vii) mechanics, workmen’s, materialmen’s and repairmen’s or other like liens that arise as a matter of law; (viii) liens for Taxes, assessments or other governmental charges or levies, the validity or amount of which is not yet due or is currently being contested in good faith by appropriate proceedings; and (ix) customary guild/union (e.g., SAG/AFTRA, WGA, DGA, IATSE) liens and other liens under similar collective bargaining agreements).
- (23) **“Person”** means any entity, corporation, company, association, partnership, joint venture, joint stock company, unincorporated organization, trust, individual (including personal representatives, executors and heirs of a deceased individual), nation, state, government (including governmental agencies, departments, bureaus, boards, divisions, and instrumentalities thereof) trustee, receiver or liquidator.
- (24) **“Personal Property Security Act” or “PPSA”** means the applicable Personal Property Security Act in the jurisdiction where the Collateral may be located.
- (25) **“Picture Elements”** means all physical elements of the Picture, to the extent applicable, including all negatives, duplicate negatives, fine grain prints, soundtracks, positive prints (cutouts and trims excepted), and sound, all video formats (including PAL/NTSC), and other physical properties in connection with the Picture and the trailer for the Picture, exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print

materials (including interpositives, negatives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of pre-print elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised) soundtracks, recordings, audio and video tapes and discs of all types and gauges, cutouts, trims, non-analog recordings and tapes, including without limitation, any video digital recordings and HDTV format recordings, and any and all other physical properties of every kind and nature relating to the Picture in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof, in each case in all respects as required under and in accordance with (and after having complied with and having procured compliance with all other related requirements and obligations set out in) the Distribution Agreements.

- (26) **"Repayment Amount"** means all of Borrower's monetary obligations to Lender hereunder, under the Note and under the other Loan Documents to be executed by Borrower pursuant hereto and the interest, if applicable, in connection therewith, and all fees, costs and expenses Borrower is obligated to pay Lender in connection therewith. For clarity, the Repayment Amount shall not include Lender's share of the Net Proceeds as defined herein.
- (27) **"Sales Agent"** means, collectively, the Picture's foreign sales agent and domestic sales agent.
- (28) **"Sales Agent Agreement(s)"** means those agreements granting sales agent rights in respect of the Picture to Sales Agents.
- (29) **"Security Interest"** means a security interest in the Collateral and has the meaning given to such term by the applicable *Uniform Commercial Code*.
- (30) **"Tax Credits"** refer to Canadian or United States provincial, state or federal film production tax credits, rebates, subsidies or other incentives (and so-called "soft money" benefits) and the proceeds therefrom to which Borrower or Designee may be entitled or may claim by reason of Borrower's production of the Picture including, but not limited to, the Louisiana film incentives as prescribed in Louisiana Revised Statute 47:600 and

Louisiana Administrative Code 61:I, Chapter 16, Subchapter A.

- (31) **“Tax Pass-Through Intermediary”** means any entity granted distribution rights in the Picture by the Sales Agent, as agent for the Borrower, in order to mitigate foreign withholding taxes that is approved in writing by the Lender.
- (32) **“Tax Pass-Through Intermediary License Agreements”** means the license agreements entered into by a Tax Pass-Through Intermediary, as authorized by the Sales Agent, in respect of the Picture.
- (33) **“Taxes”** means all present or future taxes, levies, imposts, deductions, withholdings and charges, including, without limitation, all income, capital or business taxes, imposed, assessed, levied or collected by or on behalf of any Governmental Authority, including any interest or employment withholdings, additions to tax or penalties applicable thereto.
- (34) **“Technical Specifications”** means the Picture Elements and the Picture, as reflected therein, as appropriate: (a) are in accordance with the technical requirements specified in the delivery schedule for the particular Picture Elements and are of first-class technical quality, suitable for exhibition in first-run motion picture theaters in the United States and Canada and are ready and suitable for use in the manufacture of release prints, print, and pre-print materials of the same technical quality, and the video materials included therein; (b) are photographed in color; (c) are in the English language; (d) are on digital, with an aspect ratio of 1.85:1 or 2.35:1 or such other customary ratio; (e) constitute a sound Picture, with fully titled, and assembled with the soundtrack synchronized with the photographic action thereof; and (f) have a running time of not less than 90 minutes and no more than 120 minutes, including main and end titles, in each case, in all respects as required under and in accordance with (and after having complied with and having procured compliance with all other related requirements and obligations set out in) the Distribution Agreements.
- (35) **“Term Sheet”** means the Term Sheet entered into between the parties dated March 2, 2017 in connection with the financing of the Picture.

- (36) **“Uniform Commercial Code”** or **“UCC”** means the New York Uniform Commercial Code or Uniform Commercial Code enacted in the jurisdiction where the Collateral may be located.
- (37) **“U.S.”** means the United States of America, its territories and possessions, including, without limitation, Baker Island, Caroline Islands (Palau and the Federated States of Micronesia), Guam, Marshall Islands, Northern Marianas, Puerto Rico, Samoa (American), U.S. Virgin Islands (St. Croix, St. John, St. Thomas), and Wake Island.

SCHEDULE B
CHAIN OF TITLE

1. Option Purchase Agreement from The Reasonable Bunch Inc. f/s/o Sam Levinson to Foxtail Construction, LLC
2. Option exercise letter.
3. Quitclaim and Assignment executed by Foxtail Entertainment Construction Company, LLC and Erostratus, LLC.
4. Assignment agreement from Foxtail Construction, LLC to Erostratus, LLC
5. Production Services Agreement

SCHEDULE C
CLOSING DOCUMENTS

Organizational Documents

1. Articles of organization of Borrower and Designee
2. Operating agreements and all other documents required to form Borrower and Designee, if applicable and have it qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required
3. Letter of good standing from the appropriate authorities in the jurisdiction of Borrower and Designee (if applicable)
4. Corporate Resolutions

Loan Documents

1. This Agreement
2. The Promissory Note
3. Borrowing Certificates
4. Security Agreements
5. Copyright Mortgage and Assignment
6. Power of Attorney
7. Laboratory Pledgeholder Agreement(s) (which may be entered into from time to time during the term of this Agreement)
8. Copies of all applicable Lien Search Reports – to be obtained by Lender
9. UCC and PPSA Financing Statements – to be registered by Lender
10. Intercreditor Agreement

Opinions

1. Corporate Opinion from Borrower's counsel (including Officer's Certificates) if requested by Lender.
2. Chain of Title Opinion (or acceptable Alternative approved in writing by Lender) and Chain of Title Documents

Other

1. Completion Guarantee
2. Collection Agreement (which agreement may be entered into post-Disbursement)
3. Insurance Certificates and Policies with endorsements in favour of Lender

Production Documents

1. Approved Budget
2. Approved Financing Plan
3. Approved Cash Flow Schedule
4. Approved Screenplay

SCHEDULE H

GROSS RECEIPTS WATERFALL

All Gross Receipts shall be collected by or paid to the collection agent as set forth below. Gross Receipts of the Picture shall be allocated in the following order (the “Waterfall”):

- A. **First**, to the payment of any actual, out of pocket, documented, direct, third party collection fees and expenses actually paid to the Collection Agent;
- B. **Thereafter**, to the payment of all applicable guild and union residuals payable in connection with the exploitation of the Picture (and a customary reserves therefore), to the extent such residuals are not assumed by any third party distributor of the Picture;
- C. **Thereafter**, to sales agent fees, legal fees, and any marketing sales fees payable to the Sales Agents for the Picture solely in connection with the Picture;
- D. **Thereafter**, to any actual, out of pocket, documented, direct expenses to maintain Borrower and Designee in good standing with any applicable governmental authority, including, but not limited to, professional services and payment of taxes related thereto;
- E. **Thereafter**, with respect to **US Receipts** only:
 - i. First, to Lender and DTK or their syndicating lenders in repayment of the outstanding US Loan and the DTK US Loan *pro rata pari passu* plus interest, penalties and fees, if any, until all such lenders are repaid in full;
 - ii. Thereafter, *pro rata* and *pari passu* to Lender and DTK or their syndicating lenders in repayment of the outstanding ROW Loan and the DTK ROW Loan plus interest, penalties and fees, if any, thereon; and
 - iii. Thereafter, To Tax Credit Financier in repayment of the outstanding Tax Credit Loan plus interest, penalties and fees, if any, thereon.
- F. **Thereafter**, with respect to **ROW Receipts** only:
 - i. First, *pro rata* and *pari passu* to Lender and DTK or their syndicating lenders in repayment of the ROW Loan and the Foxtail ROW Loan plus interest, penalties and fees, if any, thereon;
 - ii. Thereafter, to Lender and DTK or their syndicating lenders in repayment of the outstanding US Loan and DTK US Loan *pro rata pari passu* plus interest, penalties and fees, if any, thereon; and
 - iii. Thereafter, to Tax Credit Financier in repayment of the outstanding Tax Credit Loan plus interest, penalties and fees, if any, thereon.

With respect to **Tax Credit Receipts** (such Tax Credit Receipts will not to be paid to Collection Agent but will be paid directly to the following parties in the following order):

- i. First, to Tax Credit Financier in repayment of the outstanding Tax Credit Loan plus interest, penalties and fees, if any, thereon;
- ii. Thereafter, to Lender and DTK in repayment of the outstanding US Loan and the DTK US Loan, *pro rata pari passu*, plus interest, penalties and fees, if any, thereon;

- iii. Thereafter, *pro rata* and *pari passu* to Lender and DTK in repayment of the outstanding ROW Loan and the DTK ROW Loan plus interest, penalties and fees, if any, thereon.

G. **Thereafter**, to any deferments;

H. **Thereafter**, all remaining Gross Receipts (“**Net Proceeds**”) shall be disbursed as follows:

- iv. Twenty percent (20%) to Lender (the “Lender Net Proceeds”); and
- v. Eighty percent (80%) to other third parties, including Foxtail Entertainment, LLC.

EXHIBIT Q

**In the Matter of the Bankruptcy of
Creative Wealth Media Finance Corp.
Trustee's Statement of Receipts and Disbursements
As at May 30, 2025**

Estate Account

	CAD	USD
Receipts		
Cash from TD accounts	\$ 84,294	
3rd party funds	381,794	
Interest	3,792	
Audio Networks (music royalties: HENCHMEN, Pieces of a Woman, The Layover)		\$ 7,968
Fintage House (partial repayment of Gap Loan - HENCHMEN)		31,264
Fintage House (gross profits Harry Haft nka Survivor)		81,648
Total receipts	\$ 469,880	\$ 120,880
Disbursements		
Trustee's fees	\$ 137,038	
Legal fees	191,745	
Kroll Canada Co.	8,338	
HST paid	43,904	
Filing fees paid to OSB, Ascend license, mail redirection, search fees, bank charges, courier	821	\$ 65
Total disbursements	\$ 381,846	\$ 65
Net balance in estate account	\$ 88,033	\$ 120,815