

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

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

MOTION RECORD
(Motion to Appoint Receiver, Returnable August 5, 2025)

July 24, 2024

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District of ONTARIO
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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**

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Court File No.: BK-24-03003083-0031
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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
(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**

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TAB 1

District of ONTARIO
Division No. 09 – Toronto
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ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE BANKRUPTCY OF
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OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

NOTICE OF MOTION
(Motion to Appoint Receiver, returnable August 5, 2025)

THE MOVING PARTY, Linda Krol, will make a motion to the Judge on August 5, 2025,
at 12:00 pm or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard

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

at the following location: at 330 University Avenue, Toronto, Ontario, M5G 1R7

THE MOTION IS FOR:

- a) If necessary, an order abridging the time for service of the within Notice of Application and the affidavits filed in support thereof.
- b) An order, substantially in the form attached as Schedule "A" hereto (the "**Receivership Order**"), appointing TDB Restructuring Inc. ("**TDB**"), who is currently the trustee in bankruptcy of Creative Wealth Media Finance Corp. ("**CWMF**"), as receiver and manager, without security (the "**Receiver**"), over all of the assets, business undertakings, and property (together, the "**Property**") of CWMF;
- c) Costs of this motion fixed in the amount of \$10,000 to be paid by the Receiver from the funds held by the Receiver (when, in the Receiver's opinion, such funds are available); and
- d) Such further and other relief as the Moving Party may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

The Parties

1. Linda Krol is a secured and unsecured creditor of CWMF. Krol is a member of an ad-hoc group of approximately 90 investors represented by Tyr LLP who, together with other associated investors, have invested approximately \$104,000,000 in various ways in CWMF (the "**Ad-hoc Group**").

2. CWMF was deemed bankrupt on December 15, 2023, following its following its failure to file a proposal thirty (30) days after it filed a Notice of Intention to File a Proposal (the “**NOI**”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”).

3. CWMF was in the business of raising funds to finance the production and development of various films, television shows, and video games (the “**Productions**”). Most of the Productions for which CWMF was raising money were to be produced at least in part by BRON Media Corp. and related companies (together, “**BRON**”).

4. The amounts that were invested by the Ad-hoc Group and associated investors were invested into two different types of investments: (a) secured loans to CWMF, which were issued in different series (collectively, the “**Secured Loans**”); and (b) Term Sheets or Participation Agreements (“**Participation Agreements**”) in which the investors invested in a portion of a secured loan that CWMF had agreed to advance to an production company owned and controlled by BRON (or other studio) to finance a Production.

5. Each of the Secured Loans were secured by, among other things, General Security Agreements over all of CWMF’s property, assets and undertaking of any kind or nature, then owned or after acquired, including, without limitation, all accounts, inventory, equipment, chattel paper, instruments, intangibles, leases, money, documents of title, books, records, securities, undertaking, and proceeds therefrom.

6. The Secured Loans have not been repaid and remain outstanding and owing to the members of the Ad-hoc Group in the amount of approximately USD\$45,000,000 million plus accrued interest with respect to the following series of Secured Loans:

(a) Series B Secured Loans: USD\$24,454,460;

(b) Series D Secured Loans: USD\$6,607,500;

(c) Series E Secured Loans: USD\$7,900,000; and

(d) Series F Secured Loans: USD\$7,125,000.

7. The security interest CWMF granted to the members of the Ad-hoc Group in connection with the Secured Loans and the associated General Security Agreements were registered under the applicable registry under the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended (the “**PPSA**”).

8. TDB was appointed as the trustee in bankruptcy at the first meeting of creditors following CWMF’s deemed bankruptcy (in such capacity, the “**Trustee**”). TDB should also be appointed as the receiver and manager of CWMF in order to allow the seamless, efficient and effective administration of CWMF’s estate for the benefit of all creditors and claimants.

9. Much of the work that TDB has undertaken to date as Trustee has included asset identification and preservation (such as that involved with the preservation and attempt to obtain access to CWMF’s books and records) and other work that it would have had to undertake had it also been appointed as receiver and manager from the

outset of CWMF's bankruptcy. Accordingly, TDB ought to be able to fund its expenses incurred to date in carrying out work that it would have carried out as receiver, including repaying amounts funded by creditors pursuant to third party contributions or guarantees from proceeds that it recovers in its capacity as receiver and manager CMWF (whether through Receiver's Borrowing Certificates or otherwise).

10. TDB should also be able to fund its activities as receiver and manager from all of the funds that it receives, regardless of whether such funds are subject to, or may be subject to, trust claims. Given the complexity or potential complexity of the determination of whether or not funds are properly subject to trust claim, such determination may not be able to be made for some time. Accordingly, it is appropriate that TDB, as receiver and manager, is compensated for its time and services to effect the recovery and management of all funds that it recovers for the following reasons:

(a) Given the circumstances surrounding how CWMF raised funds, it is not clear that any funds that would be received are actually subject to a trust;

(b) It is not clear that funds that may be paid by any particular entity subject to litigation or other collection efforts will be funds that are subject to a trust;

(c) Much of the work that TDB has done and will continue to do will need to be done to collect both funds and trust funds (if any) and will involve singular, indivisible actions, and accordingly, it would be unjust if the beneficiaries of trust funds (if any) benefitted from the

work undertaken by TDB (whether as receiver or Trustee) and TDB was not compensated, or the burden of compensating TDB is borne by others;

(d) All stakeholders will be prejudiced if issues regarding the funding of the receiver and Trustee prevent the work necessary to collection of amounts that are owing or should be paid to CWMF; and

(e) A proper analysis and distribution plan can only be determined at a later date once funds are actually collected and the nature of the collections is known.

11. For these reasons, at this time, there is no rational way to accurately determine or estimate, in advance, which funds TDB might receive as receiver and manager are in fact trust funds. Accordingly, the Receivership Order should permit TDB, in its capacity as receiver and manager, to receive its reasonable fees and expenses from the funds and proceeds in its possession (subject to periodic review in accordance with the customary practice in Ontario). Such an order is consistent with the Order granted in these proceedings on July 23, 2025, regarding the funding of TDB's fees and disbursements in its capacity as Trustee.

Other Grounds

12. Section 243 of the BIA;

13. Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

14. The Order of the Ontario Superior Court of Justice (Commercial List) granted by the Honourable Justice J. Dietrich in these proceedings on July 23, 2025;

15. Rules 1.04, 2.03 and 37 of the *Rules of Civil Procedure*, RRO 1990, Reg 194; and

16. Such further and other grounds as counsel may advise.

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

- (a) the Affidavit of Jeffrey Krol, sworn July 22, 2025;
- (b) the First Report of the TDB Restructuring Inc., in its capacity as the Trustee of CWMF; and
- (c) such further and other evidence as may be filed and this Honourable Court may permit.

July 24, 2025

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Ad-hoc Group

IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH MANAGEMENT INC.,
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
(In Bankruptcy and Insolvency)

Proceeding commenced at TORONTO

NOTICE OF MOTION
(Motion Returnable August 5, 2025 at 12:00pm)

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SCHEDULE 'A'

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

THE HONOURABLE)	WEDNESDAY, THE 23RD
)	
JUSTICE KIMMEL)	DAY OF JULY, 2025

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

**ORDER
(Appointing Receiver)**

THIS MOTION made by Linda Krol for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing TDB Restructuring Inc. (which is the trustee in bankruptcy of Debtor (defined below) (in such capacity, the "**Trustee**")) as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Creative Wealth Media Corp. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jeff W. Krol sworn July 22, 2025, and the Exhibits thereto and on hearing the submissions of counsel for Linda Krol, the Trustee, and **[X]**

and on being advised by counsel to Trustee that the Trustee consents to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated¹ so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and

¹ If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or

purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems

expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or

such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such

information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements with respect to: (a) their work further to this Order following the date of this Order; and (b) their reasonable fees and disbursements for work undertaken in their capacity as Trustee or counsel to the Trustee (as the case may be) from the date on which the Trustee was appointed as such on December 15, 2023 (the "**Trustee Appointment Date**"), to the extent that such work would have been needed to be undertaken by them had this Order been granted as of Trustee appointment date, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands regardless of (a) the source of such funds; and (b) whether such funds are or may be subject to a trust or any trust claims by any creditors or claimants of the Debtor, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall

constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol. with the following URL “<https://tdbadvisory.ca/insolvency-case/creative-wealth-media-finance-corp/>”.

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

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$_____

1. THIS IS TO CERTIFY that TDB Restructuring Inc., the receiver and manager (the "Receiver") of the assets, undertakings and properties Creative Wealth Media Corp. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number BK-24-03003083-0031, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

TDB Restructuring Inc. solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____
Name:
Title:

IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH MANAGEMENT INC.,
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
(In Bankruptcy and Insolvency)

Proceeding commenced at TORONTO

NOTICE OF MOTION

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Lawyers for the Moving Party / Creditors, the Ad-hoc
Group

TAB 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
(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 JEFFREY W. KROL
(Motion to Appoint Trustee as Receiver)
(sworn July 22, 2025)

I, Jeffrey W. Krol, of the City of Chicago, in the State of Illinois in the United States of America, MAKE OATH AND SAY:

1. I am the authorized representative of Linda Krol, my wife, who is a secured and unsecured creditor of Creative Wealth Management Corp. ("**CWMF**"), a corporation that was deemed bankrupt on November 28, 2023, following its failure to file a proposal 30 days after it filed a Notice of Intention to File a Proposal (the "**NOI**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (having Court File No. BK-31-3003083 (the "**Bankruptcy Proceedings**")). A copy of the confirmation of CWMF's bankruptcy is attached hereto as **Exhibit "A"**. I am also a creditor of CWMF.
2. At the first meeting of creditors held on December 15th, 2023, I was elected by the creditors to serve as an inspector of CWMF's estate.

3. In addition, I am the co-lead of an Ad-hoc Group of approximately 90 investors represented by Tyr LLP who, together with other associated investors, have secured and unsecured claims against CWMF in excess of \$104,000,000 (the “**Ad-hoc Group**”) as a result of investments that they made in and through CWMF. As such, I have personal knowledge of the following matters. Where matters described herein are based on information not within my personal knowledge, I have stated the source of the information and verily believe it to be true.

A. PURPOSE OF AFFIDAVIT

4. I swear this affidavit in support of a motion to appoint TDB Restructuring Inc. (“**TDB**”) as the receiver and manager of CWMF, without security, pursuant to an order substantially in the form attached as Schedule “A” to the Notice of Motion.

5. TDB is currently the trustee in bankruptcy of CWMF (in such capacity, the “**Trustee**”). As such, I verily believe that TDB is in the best position to also act as Receiver of CWMF and the appointment of TDB as the Receiver will assist in the orderly realization and distribution of TDB’s assets.

B. THE AD-HOC GROUP’S SECURED LOANS TO CWMF

6. I was first introduced to CWMF by Sandy Schmidt (“**Schmidt**”), an individual resident in the Chicago-area. Schmidt is a certified financial planner and I have worked personally with Schmidt for many years with respect to different business ventures. Schmidt advised me of potential investment opportunities involving CWMF, a company located in Toronto, Ontario.

7. As mentioned above, the principal of CWMF was Cloth, whom I understand is a Canadian resident in Toronto.

8. CWMF was in the business of raising funds to finance the production and development of various films, television shows, animations and video games (the “**Productions**”). As far as I am aware, most of the Productions for which CWMF raised money were to be produced at least in part by BRON Media Corp. and its related companies (together, “**BRON**”). Copies of various articles and promotional materials describing CWMF’s business, including interviews with Cloth, are attached as **Exhibit “B”**.

9. As a result of the information that was provided by CWMF and Cloth, Schmidt and I invested our own funds and that of family members with CWMF, and also introduced certain of our contacts to the investment opportunities as well. My wife, the Applicant, invested approximately USD\$750,000 in the Secured Loans and Participation Agreements (defined below). In total, between the Ad-hoc Group and other investors that were introduced to CWMF by Schmidt, approximately \$104 million was raised for Productions that CWMF was promoting between the Participation Agreements and Secured Loans.

10. The Ad-hoc Group and associated investors invested in two different types of loans with CWMF: (a) Secured Loans and Loan Commitment Agreements issued by CWMF, which were issued in different series (the “**Secured Loans**”); and (b) Terms Sheets or Participation Agreements (“**Participation Agreements**”) in which CWMF sold or syndicated a portion of a secured loan that it had agreed to advance to BRON (or another

studio) to finance a Production. The Ad-hoc Group's investments are roughly half in the Secured Loans, and half in the Participation Agreements.

11. When the first members of the Ad-hoc Group started to invest in Participation Agreements with CWMF, they were paid out the amounts that were promised by Cloth. This built confidence in the legitimacy and honesty of both Cloth and CWMF, and encouraged the Ad-hoc Group members to invest more and larger amounts and to introduce other people to the investment opportunities. Eventually, at Cloth's suggestion, certain members of the Ad-hoc Group invested in CWMF directly through the Secured Loans – the provision of Secured Loans was intended to advance monies directly to CWMF to allow CWMF to fund the production of a suite of Productions from the funds advanced pursuant to the Secured Loans and to repay the lenders directly.

12. The Secured Loans were secured by General Security Agreements ("**GSAs**") pursuant to which CWMF granted the holder a security interest over all of the present and after-acquired assets of CWMF. It is my understanding that each of the Secured Loans and GSAs that were issued to members of the Ad-hoc Group were identical or substantially the same (except, of course, the intended use of funds and the parties involved).

13. The Secured Loans and GSAs were structured differently than the Participation Agreements: (a) the Secured Loans involved the granting of a secured loan directly to CWMF that was secured by all of CWMF's assets; whereas (b) the Participation Agreements were the purchase of a fractional interest in a secured loan made (or to be made) by CWMF to a production company.

14. I personally am involved in the placement and direction of the investments that the Applicant, my wife, made in both the Secured Notes and the Participation Agreements. My wife personally invested approximately USD\$250,000 in the Secured Loans described as Series E, as evidenced by the Secured Loan Agreement and GSA attached as **Exhibit “C”**.

15. Examples of the documents for the other Secured Loans and GSAs that were issued to other members of the Ad-hoc Group are attached as follows:

- a. Series B Secured Loans - USD\$150,000 advanced by Schmidt, as evidenced by the signature pages of the Secured Loan Agreement and GSA and the full unsigned agreements attached as **Exhibit “D”**;
- b. Series D Secured Loans - USD\$100,000, advanced by Schmidt, as evidenced by the Secured Loan Agreement and GSA attached as **Exhibit “E”**; and
- c. Series F Secured Loans - USD\$100,000, advanced by Lawrence, a member of the Ad-hoc Group, as evidenced by the Secured Loan Agreement and GSA attached as **Exhibit “F”**.

C. TERMS OF THE SECURED LOANS AND GSA

16. As mentioned above, as far as I am aware, the general terms of the various Secured Loans were substantially the same. Using the Series B Secured Loans as an example, I note the following provisions contained in the Secured Loans and GSAs:

- a. The cover page of the Series B Secured Investment Agreements describes them as a “Secured Series B Loan Commitment Agreement.”

- b. The Series B Secured Investment Agreements also contain a section titled "Terms and Conditions of the Series B Secured Loan". Section 1A of the terms and conditions provides that:

SECTION 1 Terms of the Loan - Security

A. The Loan shall form part of the "Series B" loan in the aggregate amount of up to \$20,000,000.00 USD as set forth in Schedule "A" attached hereto, the terms and conditions of which are set forth in the term sheet (the "Term Sheet") attached hereto as Schedule "A". The Loan shall rank in pari passau [sic] with other Series B loans accepted by the Corporation. The Loan, and any and all Subsequent Loans (as defined below), if any, shall be secured by the assets of the Corporation pursuant to a security agreement (the "Security Agreement", attached hereto as Schedule "D"). The Lender hereby acknowledges and agrees that this Agreement forms an inter-lender agreement providing that each Series B loan will be registered under the PPSA pursuant to the security provided by the attached Security Agreement, and shall rank pari passu as against one another.

- c. Section 1 of the GSA with respect to the Series B Secured Loans provides that (emphasis added):

1. Grant of Security Interest

As a general and continuing security for the payment of all obligations, indebtedness and liabilities of the Debtor to the Lender whether incurred prior to, at the time of or subsequent to the execution hereof, including extensions or renewals, and all other liabilities of the Debtor to the Lender, direct or indirect, wheresoever and howsoever incurred and any ultimate unpaid balance thereof, including, without restricting the generality of the foregoing, advances to the Debtor under fixed or revolving credits established from time to time, and the obligations and liabilities of the Debtor under any contract of guarantee now or hereafter in existence whereby the Debtor guarantees payment of the debts, liabilities and obligations of a third party to the Lender, **the Debtor hereby grants to the Lender a continuing security interest in all of the Debtor's property, assets and undertaking of any kind**

or nature, now owned or after acquired including, with limitation, the following described property (hereinafter collectively called the “Collateral”):

[Accounts, Inventory, Equipment, Chattel Paper, Instruments, Intangibles, Leases, Money, Documents of Title, Books, Records, etc., Securities, Undertaking, Proceeds]

[...]

17. As far as I am aware, all of the Secured Loan Agreements and the GSAs were signed by Cloth for CWMF.

18. The following is a description of the purpose of the different series of Secured Loans.

(i) The B Notes

19. The Plaintiffs loaned approximately USD\$25.25 million to CWM Finance beginning in and around in April 2019 under Secured Investment Agreements described as “Series B”. According to the term sheets, the Series B funds were being advanced for the purpose of supporting secured film financing associated with BRON. The term sheets specified a 12% annual interest rate, paid monthly, with maturity dates of December 31, 2021 and December 31, 2022, depending on when the funds were advanced.

20. To date, the notes have not been repaid (some payments described as interest were made but those have since stopped) and there is no information that the funds were used for the purpose of supporting secured film financing associated with BRON.

(ii) The D Notes

21. The Plaintiffs loaned approximately USD\$7.9 million to CWM Finance beginning in and around September 2021 under Secured Investment Agreements described as

“Series D”. According to the term sheets, the Series D funds were being advanced for the purpose of supporting the development of documentaries produced by BRON. The term sheets specified a minimum 20% annualized interest to be paid as 1% per month, with a maturity date of on or before 14 months from the disbursement date.

22. To date, the notes have not been repaid (some payments described as interest were made but those have since stopped) and there is no information that the funds were used for the purpose of supporting the development of documentaries produced by BRON.

(iii) The E Notes

23. The Plaintiffs loaned approximately USD\$7.9 million to CWM Finance beginning in and around November 2021 under Secured Investment Agreements described as “Series E”. According to the term sheets, the Series E funds were being advanced for the purpose of supporting the development of a video game production studio associated with BRON. The term sheets specified a minimum 20% annualized interest to be paid as 1% per month, with a maturity date of on or before 14 months from the disbursement date.

24. To date, the notes have not been repaid (some payments described as interest were made but those have since stopped) and there is no information that the funds were used for the purpose of supporting the development of a video game production studio associated with BRON.

(iv) The F Notes

25. The Plaintiffs loaned approximately USD\$7.3 million to CWM Finance beginning in and around December 2021 under Secured Investment Agreements described as “Series F”. According to the term sheets, the Series F funds were being advanced for the purpose of financing a motion picture entitled National Anthem (the title of the film was later changed to “Americana”). The term sheets specified a maximum 18% total return to be paid as 1% per month, with a maturity date of on or before 12 months from the disbursement date.

26. I understand from my discussion with Schmidt and from my review of various articles in the press that the film is being released in North American theatres in August 2025.

27. To date, the notes have not been repaid (some payments described as interest were made but those have since stopped). The film was completed and premiered at South by Southwest in 2023.

D. REGISTRATION OF SECURITY INTERESTS UNDER THE PPSA

28. Shortly before CWMF filed its NOI, Schmidt and I learned that CWMF and Cloth had not registered the security interests CWMF granted to the members of the Ad-hoc Group pursuant to the Secured Loans and GSAs under the applicable registry under the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended (the “PPSA”). Accordingly, we instructed Tyr LLP to register the security interests under the PPSA registry on an urgent basis.

E. AMOUNTS OUTSTANDING

29. As of today, none of the amounts owing to any of the Ad-hoc Group members (or associated investors) on account of the Secured Loans have been repaid. Accordingly, CMWF currently owes members of the Ad-hoc Group and associated investors approximately USD\$45,000,000 million plus accrued interest with respect to the following series of Secured Loans:

- a. Series B Secured Loans: USD\$24,454,460;
- b. Series D Secured Loans: USD\$6,607,500;
- c. Series E Secured Loans: USD\$7,900,000; and
- d. Series F Secured Loans: USD\$7,125,000.

F. CWMF'S BANKRUPTCY

30. As noted above, on October 27, 2023, Cloth filed an NOI in respect of CWMF, a copy of which is attached as **Exhibit "G"**. Attached as **Exhibit "H"** is a copy of a Bankruptcy and Insolvency Records Search performed on October 30, 2023, showing that at the time of the NOI, Cloth stated that CWMF did not have any assets.

31. After the NOI proceedings were commenced, the Ad-hoc Group and associated investors filed Proofs of Claim with respect to their claims against CWMF, including their claims for damages arising from various acts of misconduct (discussed below).

32. CWMF did not file a proposal within 30 days from the filing of the NOI, nor did it seek an extension of the NOI proceedings. Accordingly, as noted above, on November 28, 2023, CWMF was deemed bankrupt.

33. At the first meeting of creditors held on December 15, 2023, the creditors appointed TDB as the bankruptcy trustee.

34. Prior to the first meeting of creditors, Cloth swore a Statement of Affairs with respect to CWMF, a copy of which is included at page 3 of **Exhibit "A"**. That Statement of Affairs differed from the information Cloth provided in connection with the filing of the NOI. In the Statement of Affairs, Cloth listed CWMF as having approximately \$67,000,000 million in assets rather than \$0, but did not specify what those assets were. I understand from the Trustee that Cloth has advised that those amounts are a receivable from a company called Connacher, which is itself under receivership. TDB is the receiver in that case and I understand from them that there appears to be no prospect of that amount being repaid based on the hard assets of that company.

35. As the Trustee has reported to the inspectors of CWMF, the only assets that the Trustee was able to locate was less than \$75,000 in accounts in TD Bank.

36. Accordingly, there is no prospect that the Trustee can repay the Secured Creditors.

G. NEED FOR A RECEIVER AND MANAGER

37. For the reasons set out above, I believe that TDB must be appointed as receiver and manager of CWMF in order to try to effect recoveries for secured creditors, which recoveries will likely be the product of litigation.

38. Much of the work that TDB has undertaken to date as Trustee has included asset identification and preservation (such as that involved with the preservation and attempt to obtain access to CWMF's books and records) and other work that it would have had to undertake had it also been appointed as receiver and manager from the outset. Accordingly, I believe that it is appropriate that TDB be able to fund its expenses incurred to date, including repaying amounts funded by creditors pursuant to third party contributions or guarantees, from proceeds that it recovers in its capacity as receiver and manager CMWF (whether through Receiver's Borrowing Certificates or otherwise).

39. In addition, it is requested that TDB be able to fund its activities as receiver and manager from all of the funds that it receives, regardless of the basis on which it has received the funds, subject to a further Court order. There may be a potential argument that some of the funds that the receiver will receive from the distribution of Projects that were funded by Participation Agreements are, pursuant to the terms of the Participation Agreements, to be held in trust by CWMF. However, I understand and believe that there are a number of complicating factors in determining whether or not a trust does in fact exist with respect to any funds TDB may receive, whether in its capacity as receiver and manager or as Trustee:

- a. Given the circumstances surrounding how Cloth raised funds for CWMF, it is not clear that any funds that would be received are actually subject to a trust;
- b. It is not clear that funds that may be paid by any particular entity subject to litigation or other collection efforts will be funds that are be subject to a trust;

- c. Virtually all of the work that TDB will undertake to bring in funds will be indivisible and will not be able to be distinguished between work done to bring in trust funds versus normal funds;
- d. Much of the work that TDB has done and will continue to do will need to be done to collect both regular funds and trust funds (if any) and will involve singular, indivisible actions, and accordingly, it would be unjust if the beneficiaries of trust funds (if any) benefitted from the work undertaken by TDB (whether as receiver or Trustee) and TDB was not compensated or the burden of compensating TDB is borne by others;
- e. All stakeholders will be prejudiced if issues regarding the funding of the receiver and Trustee prevent the work necessary to collection of amounts that are owing or should be paid to CWMF; and
- f. A proper analysis and distribution plan can only be determined at a later date once funds are actually collected and the nature of the collections is known.

40. For these reasons, at this time, there is no rational way to accurately determine or estimate, in advance, what funds TDB might receive as receiver and manager are in fact trust funds. Accordingly, the requested Receivership Order provides that TDB may take from all proceeds that it recovers its reasonable fees and expenses (subject to period review in accordance with the customary practices in Ontario) and that, if necessary, TDB as receiver and manager will provide an allocation and breakdown of its fees as against the different categories of funds that it recovers.

41. Accordingly, it is respectfully requested that TDB be appointed as receiver and manager over CWMF pursuant to an order substantially in the form attached as Schedule "A" to the Notice of Application. I understand that TDB consents to so act.

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

SWORN BEFORE ME by video conference by
Jeffrey W Krol of the City of Chicago, in the
State of Illinois, before me at the City of
Toronto, in the Province of Ontario, on July 22,
2025, in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



Anna White

Commissioner for Taking Affidavits



JEFFREY W KROL

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT
OF **JEFFREY W KROL** SWORN JULY 22, 2025.

A handwritten signature in black ink, appearing to be 'Anna White', written over a horizontal line.

Anna White

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



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

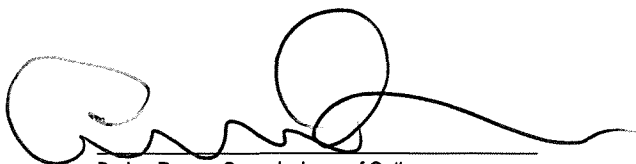
(as stated and estimated by the officer)

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)

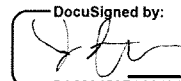
before me at the City of Toronto in the Province of Ontario, on this 29th day of November 2023.



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 Clevess 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

Creditor Mailing List

In the Matter of the Bankruptcy of
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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.

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT
OF **JEFFREY W KROL** SWORN JULY 22, 2025.

A handwritten signature in black ink, appearing to be 'Anna White', written over a horizontal line.

Anna White

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

Markets

Financier for 'Joker' Has Made Movies Into Ultimate Yield Play

By [Natalie Wong](#)

Sunday, September 08, 2019 12:00:00 Updated on Monday, September 09, 2019 09:00:00

- ▶ Former Canadian banker one of biggest independent backers
- ▶ Cloth says his business is most 'alternative of alternatives'

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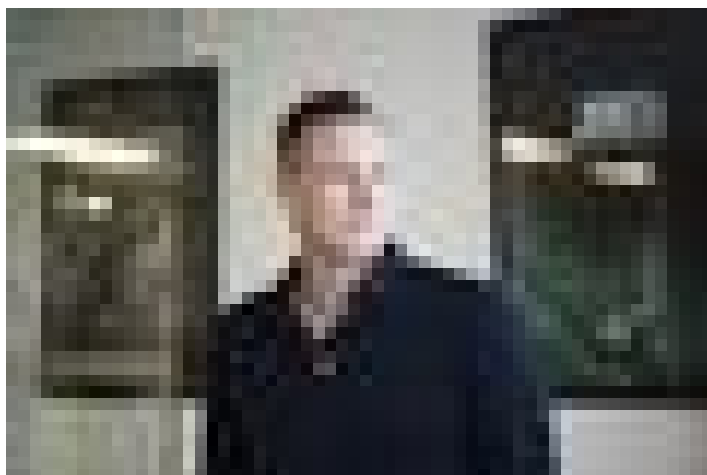
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Jason Cloth manages risk in his film-financing business just like he did as an investment banker, scrutinizing deals with one big question in mind: "How do I not get screwed?"

That means staying focused on business and not getting bedazzled by the glitz and glamor of Hollywood.

"People play on the vanity of it," Cloth, 53, said in an interview at Bloomberg's Toronto office. "But if you strip away the vanity, bright lights and you run it as an asset-

backed lending play, then you just dig into the value and understand it.”



Jason Cloth in his Toronto office on Sept. 7. *Photographer: Della Rollins/Bloomberg*

The approach appears to be working. The founder and chief executive officer of Toronto-based Creative Wealth Media has poured more than \$750 million into backing films over a decade. That’s made him one of the biggest private financiers in the industry and generated returns of 8% to 11% for investors of the firm’s debt fund, according to Cloth.

Critical Acclaim

What may be Creative Wealth’s biggest money maker is about to be released: “Joker” (starring Joaquin Phoenix) which is being shown at the Toronto International Film Festival Monday after premiering to critical acclaim in Venice, where it won the top prize Saturday.

The movie could draw as much as \$263 million in the U.S. and Canada after its opening in theaters Oct. 4, according to an estimate from Exhibitor Relations Co. With a budget well below typical superhero films, “Joker” could turn a tidy profit for Creative Wealth, which helped provide \$25 million of the film’s \$55 million in production costs.

Two other big projects are lined up right behind. “Bombshell,” about the Roger Ailes Fox News scandal, stars Nicole Kidman, Margot Robbie and Charlize Theron, and Apple TV’s “The Morning Show,” with Reese Witherspoon, Jennifer Aniston and Steve Carell.

Backing a winner is no easy feat in a field that famously devours money and relies on often-capricious audiences.

“The Birth of a Nation,” which Creative Wealth backed, generated a lot of Oscar buzz in 2016 but flopped at the box office. Recent bombs include “Dark Phoenix,” a superhero film that prompted a huge write-off at Walt Disney Co., and “The Kitchen,” a Melissa McCarthy action movie that Cloth also backed, but took in just \$14.7 million worldwide.

Alternative Debt

To manage risk, Cloth’s strategy is to lend to multiple projects, secure the backing of top studios, and surround himself with trusted people -- including a team of ex-investment bankers. His clients include Canadian pension funds, high net-worth family offices and individuals.

“We focus on being an alternative debt shop,” Cloth said. “We’re an asset-backed lender, we just happen to take intellectual property as the asset, the collateral for our loans. Within every pension, there is a small allocation for alternatives and trust me, we are as alternative as you’re going to get.”

Unlikely Start

The Toronto native started his career as a fixed-income economist at Canadian Imperial Bank of Commerce, but left to start an alternative investment company focused on high-yielding assets not correlated to markets. It was there he was approached by two men to loan C\$20 million (\$15 million) to launch a new Canadian artist. “After I stopped laughing,” he said, he decided to invest a more modest sum in the artist known as The Weeknd.

It was Cloth’s only deal in the music industry, but it helped introduce him to people in film and television, a sphere to which he’d always been drawn, and led to the start of Creative Wealth. One of the first films he backed was indie flick “Tumbledown” with Bron Studios, who he’s now closely partnered with.

“We came to an understanding: I can bring you all the capital you need to grow, but when things go off kilter, which they do in the film world, I need the studio to stand behind me,” Cloth said.

Starting off with \$5 million in loans from friends and family, Creative Wealth now has a \$300 million debt fund and a

\$300 million equity fund.

Debt Fund

In an environment of shrinking bond yields, Cloth said he's got investors knocking on the door. The financier is aiming to boost his debt fund to \$750 million by the first quarter of next year, including an additional debt raise with Canaccord Genuity Corp. for \$200 million. He said he's also in talks with other big studios for an additional equity fund.

Partnering with Bron has helped Creative Wealth win financing rights to several big hits, including "Joker," the Batman-less tale cowritten by director Todd Phillips about how a failed comedian got so twisted.

Creative Wealth won a share of the project partly in exchange for a commitment to bring Warner Bros. ideas from Bron Studios in the future, Cloth said. "They need to distribute other things that are not their tent poles. They're relying on companies like Bron to bring them top-end intellectual property."

Curve Balls

Getting backing by well-established Hollywood powerhouses is key to surviving as streaming grows, Cloth said.

"The streamers are a real problem for the indie film space: if you're not some sort of event, people would rather stay at home and watch it on their personal screen," Cloth said. "If you don't have that huge marketing push of a major marketing studio behind you, boy oh boy it's a tough slug."

So far this year, the top-five grossing films account for 33% of the box office ticket sales. In 2015, that sort of box office concentration was less than 25%.

The business can always throw up a surprise. Cloth was proud to back "The Birth of a Nation." Then decades-old rape allegations against its director and lead actor, Nate Parker, resurfaced. Parker had been acquitted at trial. It drew only about \$7 million at its opening weekend.

"It's still one of my most proudest films, but it's also a cautionary tale," Cloth said. "You've got to dig into your

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filmmakers and stars and you have to have the fortitude to
say if there’s smoke, you might want to stay away. Film is
risky as it is.”

– *With assistance by Christopher Palmeri, and Anousha
Sakoui*

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Bron Creative Strikes \$100M Co-Financing Deal With Warner Bros.

Bron Creative, the joint venture between Bron Studios and Creative Wealth Media, has closed a multi-picture, \$100 million co-financing deal with Warner Bros. Pictures that will cover Clint Eastwood’s new film, ‘The Mule,’ as well as five upcoming movies from both Warners and its New Line Cinema unit.

BY GREGG KILDAYDECEMBER 18, 2018 11:00AM



HILARY BRONWYN GAYLE; CREATIVE WEALTH MEDIA

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Bron Creative, the joint venture between Bron Studios, led by Aaron L. Gilbert, and Creative Wealth Media, led by Jason Cloth, has closed a multi-picture, \$100 million co-financing deal with Warner Bros. Pictures that will cover **Clint Eastwood's new film, *The Mule***, as well as five upcoming movies from both Warners and its New Line Cinema unit. Gilbert and/or Cloth will serve as executive producers on the upcoming films.

The deal expands on Warners' relationship with Bron Creative, which previously co-financed New Line's *The Good Liar*, directed by Bill Condon and starring Helen Mirren and Ian McKellen, which is set for release Nov. 15, 2019.

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MOVIES

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Co-founded by Gilbert and his wife Brenda in 2010 and headquartered in Vancouver, with offices in Los Angeles, New York and Toronto, Bron — which develops, finances and produces film, TV and digital projects — has been involved in more than 50 productions to date. Creative Wealth Media, backed by LIUNA, the Laborers International Union of North America Pension Plan for Central and Eastern Canada, is the main financier behind Bron.

Projects under the Bron banner have included Denzel Washington's *Fences*; *Roman J. Israel, Esq.*, starring Washington; Paul Feig's *A Simple Favor*; *The Spy Who Dumped Me*, starring Mila Kunis and Kate McKinnon; and the upcoming *Greyhound*, written by and starring Tom Hanks.

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Besides *The Mule*, the films covered by the new pact include Warner's *Joker*, starring Joaquin Phoenix, Robert De Niro, Zazie Beetz, Bill Camp and Frances Conroy, which Todd Phillips is directing from a screenplay by Phillips and Scott Silver, set for release in the fall of 2019; and *Torrance*, the working title for a drama starring Ben Affleck as a former basketball all-star struggling with addiction, directed by Gavin O'Connor and written by Brad Ingelsby.

The New Line titles include the romantic comedy *Isn't It Romantic*, starring Rebel Wilson, Liam Hemsworth, Adam Devine and Priyanka Chopra and directed by Todd Strauss-Schulson from a screenplay by Erin Cardillo and Dana Fox & Katie Silberman, from a story by Cardillo, set for a Feb. 13 release; *The Kitchen*, a mob drama written and directed by Andrea Berloff and based on the Vertigo Comic book that will star Melissa McCarthy, Tiffany Haddish, Elisabeth Moss, Margot Martindale, Common and Bill Camp, slated for a Sept. 20 bow; and *Superintelligence*, a romantic comedy starring McCarthy, Bobby Cannavale, Brian Tyree Henry, Jean Smart and James Corden and directed by Ben Falcone from a screenplay by Steve Mallory.

"I'm excited about expanding our relationship with Warner Bros.," Gilbert said Tuesday in a statement announcing the deal. "They have continued to be great collaborative partners and we feel they have put together a strong curated group of films for the global market."

Added Cloth: "The performance of Warner Bros. films speaks for itself. This is a studio and team with an unequivocal understanding of how to make and deliver hits. It's a wonderful privilege to be partnered with an iconic brand that boldly continues to evolve, create and champion storytelling at the highest level."

"Aaron and the team at Bron have been great partners with us on *The Good Liar* and we are happy to continue our partnership on these additional films," commented Toby Emmerich, chairman, Warner Bros. Pictures Group.

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The co-financing deal was negotiated by Cloth and Richard McConnell on behalf of Creative Wealth Media, Gilbert for Bron, supported by Bron's Steven Thibault and Adam Davids, and by Endeavor Content.

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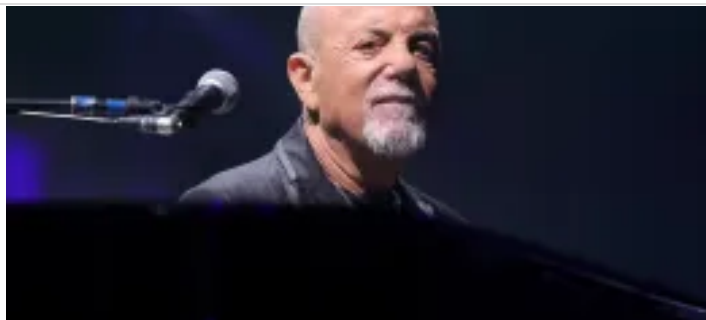
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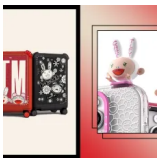
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July 9, 2025

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How one Canadian investment company is chasing Oscars with top Hollywood stars



The Canadian Press
David Friend

Published Nov 15, 2018 Last updated Nov 15, 2018 5 minute read [Join the conversation](#)



Jason Cloth, head of Toronto-based Creative Wealth Media, chats with a reporter at his office in Toronto on Tuesday, Sept. 4, 2018. PHOTO BY TIJANA MARTIN /THE CANADIAN PRESS

TORONTO — Jason Cloth still remembers the night his biggest shot at Oscar glory slipped out of his hands.

The Toronto-based financier had just finished celebrating his 2016 film “The Birth of a Nation” at a dinner party with director Nate Parker. The slave uprising drama was receiving warm reviews, secured a major distribution deal with Fox Searchlight and seemed positioned to collect armfuls of trophies during awards season.



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Heading back to his hotel room, Cloth was feeling optimistic — until Aaron Gilbert, his partner at Creative Wealth Media called him to break the news.



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Industry trade Variety was set to publish a story that dove into the details of a 1999 rape case, in which Parker was acquitted, that also involved the film's co-writer Jean Celestin. They were students at Penn State University at the time, and while Celestin was initially found guilty of sexual assault, his conviction was overturned when the accuser declined to testify for a retrial. The woman committed suicide in 2012.

Even before the #MeToo movement put sexual assault under the microscope in Hollywood, Parker's involvement wasn't a good look for the film. He didn't just direct the movie, he played the main character, who leads an uprising motivated by the rape of his wife. Any prospects for "The Birth of a Nation" were quashed before it hit theatres that October.

"That was our lightning in a bottle," Cloth says while sipping water at his downtown Toronto office, where he brokers Hollywood deals using Canadian funds.

STORY CONTINUES BELOW

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“It killed us. I’ve never seen a film go from what should’ve been a best picture winner to not even an Indie Spirit Award nomination.”

While Creative Wealth Media and its partner Bron Studios didn’t lose money on the production, since Fox bought the film’s rights, Cloth says it was a crash course in Hollywood business. Sometimes a film’s best ingredients can become a significant risk somewhere between the script stage and final cut.

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But that doesn’t mean he regrets the investment.

“If the same parameters came up, I would still take that film,” Cloth insists.

He says the experience taught him it’s crucial to perform a thorough background check on talent involved in each project.

“If there’s ghosts in the closet, we want to know about it,” he says. “If there’s rumours, we’d rather walk.”

The dust kicked up by “The Birth of a Nation” helped Cloth establish his company as a calculated risk taker interested in making prestige films.

What makes Creative Wealth Media unique is that it’s backing Hollywood productions largely with Canadian money. Pension plans, mutual fund operators and the country’s highest net worth families are some of the key investors getting behind indie films with trusted stars attached.

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Denzel Washington brought two of his movies — “Fences” and “Roman J. Israel, Esq.” — to the Canadian financier and wound up picking up several Oscar nods, including two for himself and a best supporting actress win for Viola Davis.

This year, Cloth hopes he’s sitting on another Oscar winner with “The Front Runner,” a biopic about American senator Gary Hart and a presidential campaign that was derailed by his extra-marital affair.

3



The Beer Store adds 10 more locations to a growing list of clos

Hugh Jackman is gathering buzz for his role as the senator in the Jason Reitman film, which opens Friday in Toronto and Vancouver.

“If ‘Front Runner’ works we will be a three-year in a row Oscar-nominated production company,” Cloth boasts.

But if it doesn’t work, Creative Wealth Media will move onto the next project. They’ve invested nearly US\$200 million in production this year on movies like “The Spy Who Dumped Me,” with Mila Kunis and Kate McKinnon, and the ultra-violent feminist action flick “Assassination Nation.”

Next year, they’ve lined up US\$500 million in film and TV financing that includes an untitled morning show drama produced and starring Reese Witherspoon for Apple’s streaming service, and “Fonzo,” an Oscar bait drama with Tom Hardy as Al Capone.

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Cloth says his company enticed Hardy to work on “Fonzo” with the same strategy that worked for Jackman on “Front Runner.” His business partner Gilbert promised both actors they were playing roles of a lifetime — the kind of parts that win Oscars.

Those assurances got Jackman and Hardy so excited they agreed to scale back their usual pay grade to “nowhere near what their normal rate is,” he says. The cheaper movies lowered the risk and boosted the upside for everyone involved.

It helps that Cloth has a proven track record for spotting potential.

Nearly a decade ago, he met two Ottawa-raised entertainment managers seeking a loan to get their silky-voiced singer the Weeknd started. Nobody knew the artist, born Abel Tesfaye, but the managers were certain they represented a future superstar.

A few years later, a lawyer friend suggested Cloth wade into the film industry by supporting an independent movie that saw its key investor pull out at the 11th hour before production. The experience opened Cloth’s eyes to a new world of growth.

“It’s an industry that has almost no volatility,” he says.

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5



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“What other industry (exists where) a drop in economic activity has almost no bearing on your business? Nothing touches film and television.”

But not every movie delivers on its promise.

Creative Wealth Media’s first few projects were Canadian films “Into the Forest” and “Hyena Road.” While they didn’t lose money, he says he didn’t consider either “financially successful.”

Cloth says he’s become more attuned to audience tastes — a mystery that most film executives constantly struggle to understand.

“(We) are really careful to ensure we have within our slate a female-centric film and actors with ethnic diversity,” Cloth says as an example.

But he acknowledges that his company is still tied to projects with uncertain futures.

Luc Besson’s upcoming film “Anna” is one of them, he says. Creative Wealth Media signed on as a co-finance partner before Besson was accused of rape by an actress earlier this year.

And while the case is being investigated by French authorities — and the director denies any wrongdoing — the uncertainty throws the film’s prospects into question.

“That one worries me,” Cloth says of the film, set for release next year.

“There’s very little we can do to protect against that, other than try and work with established filmmakers that have this open history that we can check.”

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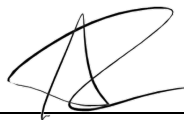


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THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT
OF **JEFFREY W KROL** SWORN JULY 22, 2025.

A handwritten signature in black ink, appearing to be 'Anna White', written over a horizontal line.

Anna White

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

**CREATIVE WEALTH MEDIA FINANCE CORP.
SECURED SERIES E LOAN COMMITMENT AGREEMENT – COVER PAGE**

TO: CREATIVE WEALTH MEDIA FINANCE CORP. (the “Corporation”)

The undersigned (hereinafter referred to as the “**Lender**”) hereby agrees to provide a loan (the “**Loan**”) to the Corporation in the amount set forth below upon and subject to the terms and conditions set forth in this Secured Loan Commitment Agreement and the attached “Terms and Conditions of the Secured Loan” document, including, without limitation, the representations, warranties, and covenants set forth in the applicable schedules attached hereto (collectively the “**Loan Documents**” or this “**Loan Agreement**” or this “**Agreement**”). The Lender further agrees that the Corporation may rely upon the Lender’s representations, warranties, and covenants contained in the Loan Documents. **In addition to this face page, the Lender must also complete all of the applicable schedules attached hereto.**

LOAN AND LENDER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Linda Krol</div> <div>(Name)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; border-radius: 50%; padding: 2px; margin-right: 5px;">DocuSigned by:</div></div></div> <div>By: <div style="border-bottom: 1px solid black; margin-bottom: 5px;">78245BF049A3411...</div><div>(Authorized Signature)</div></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Official Capacity or Title)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Linda Krol</div> <div>(Please print name of individual whose signature appears above if different than the name of the Lender printed above.)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">1200 Granville Ave.</div> <div>(Address)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Park Ridge, IL 60068</div> <div>(Address Cont.)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">312-623-9907</div> <div>(Telephone Number)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Fax Number)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">lmkrol@att.net</div> <div>(Email Address)</div>	
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<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Amount of Loan Commitment:</div> <div style="text-align: center; margin-bottom: 5px;">\$250,000.00</div>	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Subsequent Loan Commitment:</div>	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">If the Lender is signing as agent / trustee / fiduciary for a principal, complete the following and ensure that the applicable Exhibit(s) are completed on behalf of such principal.</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Name of Principal)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Principal's Address)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Principal's Address Cont.)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Telephone Number)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Fax Number)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Email Address)</div>	

Register the Loan as Set Forth Below:

Linda Krol

(Name)

(Account Reference, if Applicable)

1200 Granville Ave.

(Address)

Park Ridge, IL 60068

(Address Cont.)

326-52-2600

SOCIAL INSURANCE NUMBER

Deliver the Loan as Set Forth Below:

☐ Same as Registered Address
(otherwise complete below)

(Company Name)

(Account Reference, if Applicable)

(Contact Name)

(Address)

(Address Cont.)

TO BE COMPLETED BY THE CORPORATION ONLY


The Corporation accepts the Loan on the terms and conditions of this Agreement for the following amount:

Date: Dec 16 21

CREATIVE WEALTH MEDIA FINANCE CORP.

Per: Jason Cloth
Authorized Signing Officer

CEO
Official Capacity or Title



Signature

TOTAL NOTE FACILITY: 15,000,000 USD

TERMS AND CONDITIONS OF THE SERIES D SECURED LOAN

SECTION 1 Terms of the Loan - Security

A. The Loan shall form part of the "Series E" loan in the aggregate amount of up to \$15,000,000.00 USD as set forth in Schedule "A" attached hereto, the terms and conditions of which are set forth in the term sheet (the "**Term Sheet**") attached hereto as Schedule "A". The Loan shall rank in *pari passu* with other Series E loans accepted by the Corporation. The Loan, and any and all Subsequent Loans (as defined below), if any, shall be secured by the assets of the Corporation pursuant to a security agreement (the "**Security Agreement**"). The Lender hereby acknowledges and agrees that this Agreement forms an inter-lender agreement providing that each Series E loan will be registered under the PPSA pursuant to the security provided by the attached Security Agreement, and shall rank *pari passu* as against one another.

B. The Lender acknowledges that the Corporation has entered into term sheet agreements with the borrower (collectively, the "**Borrower**") (collectively, the "**Picture Term Sheet**") in respect of documentary pictures.

C. Pursuant to the terms of the Picture Term Sheets (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments), the Corporation has extended and/or will extend from time to time loans, advances, equity investments and other financial accommodations to the Borrowers upon certain collateral security including the present and future accounts of the Borrowers.

D. Lender agrees to advance the Loan to the Corporation, upon the terms and conditions set forth herein, in order for the Corporation to fulfil its financing obligations in respect of the Pictures in accordance with the terms set forth in the Picture Term Sheets.

SECTION 2 Interest

A. **Interest:** The principal amount of the Loan remaining from time to time unpaid and outstanding shall bear interest from the date of Closing to and including the date of repayment in full, both before and after default, demand, maturity, and judgement at the rate and payable as set forth in the Term Sheet. Interest shall not be less than a minimum of 5% of the total principle invested.

SECTION 3 Maturity

The principal amount of the Loan shall become due and payable in full on that date that is indicated in Schedule A.

SECTION 4 Subsequent Loans

Each subsequent loan (each a "**Subsequent Loan**") provided by the Lender will be subject to the same terms and conditions and security provided for herein. All Subsequent Loans will be added to the outstanding amount of the Loan and evidenced by a contract note reflecting the specific term of such Subsequent Loan.

SECTION 5 Closing

Closing ("**Closing**") shall occur on the date that the Lender provides the amount of the Loan to the Corporation by way of certified cheque, bank draft or wire transfer or such other method of payment acceptable to the Corporation, or such other date and time as may be determined by the Corporation.

SECTION 6 Conditions of Closing

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, acknowledges that the acceptance of the Loan as contemplated by this Agreement is subject to, among other things, the following conditions being fulfilled or performed on or before Closing, which conditions are for the exclusive benefit of the Corporation and may be waived, in whole or in part, by the Corporation in its sole discretion:

- (a) The Lender agreeing to execute and deliver to the Corporation all reports, undertakings or other documents required under Applicable Securities Laws in connection with this Loan;
- (b) The representations and warranties of the Lender having been true and correct as of the date of this Agreement and being true and correct at Closing; and
- (c) All documentation relating to the offer of this Loan in form and substance satisfactory to the Corporation.

SECTION 7 Acknowledgments of the Lender

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, acknowledges that:

- (a) **A LOAN ADVANCED TO THE CORPORATION PURSUANT TO THE TERMS AND CONDITIONS AND SECURED BY THE SECURITY AGREEMENT IS NOT WITHOUT RISK AND THE LENDER (AND ANY DISCLOSED BENEFICIAL LENDER) MAY LOSE HIS, HER OR ITS ENTIRE LOAN;**
- (b) The Corporation may complete additional financings or borrowings in the future in order to develop the business of the Corporation and fund its ongoing development, and such future financings may affect the Lender's rights hereunder but there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Corporation may be unable to fund its ongoing development;
- (c) The Corporation has the right to accept or reject the Lender's Loan in whole or in part. If the commitment is rejected in whole or in part, all or a portion of the Loan amount, as the case may be, will be promptly delivered to the Lender, without interest.

SECTION 8 Representations and Warranties of the Lender

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, represents and warrants as follows to the Corporation at the date of this Agreement and at Closing and acknowledges and confirms that the Corporation is relying on such representations and warranties in connection with the Loan:

- (a) **THE LENDER HAS KNOWLEDGE IN FINANCIAL AND BUSINESS AFFAIRS, IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS LOAN TO THE CORPORATION, AND IS ABLE TO BEAR THE ECONOMIC RISK OF SUCH LOAN EVEN IF THE ENTIRE LOAN AMOUNT IS LOST;**
- (b) This loan has not been made through, or as a result of, and is not being accompanied by, (i) a general solicitation, (ii) any advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or (iii) any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (c) None of the funds that the Lender is committing to lend to the corporation are to the knowledge of the Lender, proceeds obtained or derived, directly or indirectly, as a result of illegal activities;

- (d) If the Lender is an individual, he or she is of legal age and is legally competent to execute, deliver and perform his or her obligations under this Agreement. If the Lender is not an individual, (i) it has the legal capacity and competence to execute, deliver and perform its obligations under this Agreement; and (ii) the execution and delivery of and performance by the Lender of this Agreement have been authorized by all necessary corporate or other action on the part of the Lender;
- (e) If the Lender is committing on its own behalf, this Agreement has been duly executed and delivered by the Lender, and constitutes a legal, valid and binding agreement of the Lender enforceable against him, her or it in accordance with its terms;
- (f) If the Lender is acting for a Disclosed Beneficial Lender, the Lender is duly authorized to execute and deliver this Agreement and all other documentation in connection with the commitment on behalf of the Disclosed Beneficial Lender. This Agreement has been duly authorized, executed and delivered by or on behalf of such Disclosed Beneficial Lender and constitutes a legal, valid and binding agreement of such Disclosed Beneficial Lender enforceable against him, her or it in accordance with its terms;
- (g) The execution and delivery of and performance by the Lender (and any Disclosed Beneficial Lender) of this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event of condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under any of the terms or provisions of the Lender's (and any such Disclosed Beneficial Lender's) constating documents or by-laws, if applicable, or any other contract, agreement, instrument, undertaking or covenant to which the Lender (and any Disclosed Beneficial Lender) is a party or by which it is bound; and
- (h) The Lender (and the Disclosed Beneficial Lender) has obtained such legal and tax advice as it considers appropriate in connection with the Loan and the execution, delivery and performance by it of this Agreement and the transactions contemplated by this Agreement. The Lender (and the Disclosed Beneficial Lender) is not relying on the Corporation, its affiliates or counsel to any of them in this regard.
- (i) The Lender is an "accredited investor" within the meaning of National Instrument 45-106 and agrees to execute the Accredited Investor Status Certificate attached hereto at Schedule "E".
- (j) Lender has received, or has been given the reasonable opportunity to receive, independent legal advice in respect of this Agreement.

SECTION 9 Covenants of the Lender

The Lender (and any Disclosed Beneficial Lender) will execute, deliver, file and otherwise assist the Corporation in filing any reports, undertakings and other documents required in connection with the Loan.

SECTION 10 Representations and Warranties of the Corporation

The Corporation represents and warrants as follows to the Lender at the date of this Agreement and at Closing and acknowledges and confirms that the Lender is relying upon such representations and warranties in connection with the Loan:

- a) The Corporation is duly incorporated, organized, validly existing and in good standing under the laws of the Province of Ontario. The Corporation is duly qualified and in good standing in all jurisdictions where the failure to so qualify would have a material adverse effect on the business or condition, financial or otherwise of the Corporation;

- b) The Borrower has full corporate right, power and authority to enter into this Agreement. The Borrower has full corporate power and authority to own, operate and carry on its business as now conducted;
- c) Neither the execution and delivery of this Agreement or the documents related hereto nor the consummation of this loan transaction nor compliance with the terms, conditions and provisions hereof or thereof will conflict with or result in a breach of any of the terms, conditions or provisions of the charter documents or bylaws of the Corporation, any law, rule or regulation having the force of law; any contractual restriction binding on or affecting the Corporation; or any writ, judgment, injunction, determination or award which is binding on the Corporation; or result in, or require the imposition of any lien upon or with respect to the properties now owned or hereafter acquired by the Corporation, under any contractual provision binding on or affecting the Corporation;
- d) The execution and delivery of this Agreement and the consummation by the Corporation of the transactions herein contemplated have been duly authorized by all necessary corporate action of the Corporation, and no authorization, consent, approval, licence or exemption under any applicable law, rule or regulation having the force of law, and no registration, qualification, designation, declaration or filing with any official body, is or was necessary therefor;
- e) This Agreement, and the documents related hereto have been duly executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against it in accordance with the terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- f) The Corporation is not in default in any material respect under any material indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it or any of its property may be bound; and
- g) The Corporation owns all of the properties and assets that it purports to own. All agreements by which the Corporation holds an interest in a property or asset are in good standing in all material respects according to their terms.

The Corporation agrees that the Lender is entitled to the benefit of all representations, warranties and covenants of the Corporation. The representations, warranties and covenants of the Corporation contained in this Agreement, together with such changes as are necessary in order to reflect that they are being made by the Corporation to the Lender

SECTION 11 Covenants of the Borrower

During the Term of the Loan the Corporation Shall:

- (a) ensure that all amounts that may rank in priority to the security are paid in full and on time;
- (b) report any material adverse change in the business of the Corporation to the lender immediately following the occurrence; and
- (c) immediately pay over to the Lender the full amount owing under the terms of this Agreement received by the Corporation upon any sale of the shares in the Corporation.

SECTION 12 Survival

The representations, warranties, acknowledgements and covenants contained in this Agreement and any certificate or document delivered pursuant to or in connection with this Agreement will survive Closing and continue in full force and effect for a period of two years.

SECTION 13 Beneficial Lenders

Whether or not explicitly stated in this Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Lender in this Agreement, including the schedules will be treated as if made by the Disclosed Beneficial Lender, if any.

SECTION 14 Schedules

The following Schedules are incorporated into and form an integral part of this Agreement, and any reference to this Agreement includes the Schedules:

Schedule "A"	Term Sheet for the Loan
Schedule "B"	Payment Information
Schedule "C"	General Security Agreement
Schedule "D"	Bron Subnation Programme Slate

SECTION 15 Interpretation

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the Agreement's interpretation. All references in this Agreement to dollars or to "\$" are to the currency of the **United States of America**, unless otherwise specifically indicated. In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of".

SECTION 16 Assignment

This Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators and legal representatives. This Agreement is not transferable or assignable by any party to it.

SECTION 17 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by it and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

SECTION 18 Time of Essence

Time is of the essence in this Agreement.

SECTION 19 Governing Law

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Lender, (and any Disclosed Beneficial Lender), irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

Ontario with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

SECTION 20 Language of Documents

It is the express wish of the parties to this Agreement that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue Anglais.

SECTION 21 Execution by Facsimile and Counterparts

This Agreement including the schedules may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

[SIGNATURE PAGE TO FOLLOW]

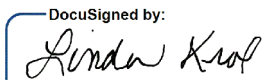
DATED at _____ as of this 10th day of December, 2021


Lender: Linda Krol

**CREATIVE WEALTH MEDIA FINANCE
CORP.**

Per: Linda Krol

Per: Jason Cloth

Signature:  78245BF049A3411...

Signature:  _____

Account Holders Wire Transfer Instructions For Interest Payments

Beneficiary: Linda Krol

Address: 1200 Granville Ave., Park Ridge, IL 60068

Bank: US Bank

Address: Park Ridge, IL

Transit:

SWIFT:

Account: 173668877

Routing: 071904779

SCHEDULE "A"

TERM SHEET

CREATIVE WEALTH MEDIA FINANCE CORP

SECURED LOAN

SERIES "E"

Borrower:	Creative Wealth Media Finance Corp (the "Borrower").
Lender:	As written on the Cover Sheet of this Loan Agreement.
Total Raise:	Up to \$15,000,000 USD.
Use of Funds:	To provide the Borrower with capital to support Bron Gaming (Schedule D programme slate) Financing.
Interest Rate:	Minimum 20% total return to be paid as 1% per month, balance at Maturity Date.
Maturity:	Maturity on or before 14 Months from disbursement date (the Maturity Date) .
Repayment of Loan:	Borrower shall repay the entire Loan on or before the date that is the Maturity Date.
Closing Date:	Continuous.
Penalty Interest:	Until fully repaid, the loan will bear interest at a rate of 1% per month post the Maturity Date until the Loan is fully repaid.
Subsequent Loans:	Each subsequent loan provided by the Lender will be subject to the same terms and conditions and security provided for herein. All subsequent loans will be added to the outstanding amount of the Loan and evidenced by a contract note reflecting the specific term of such subsequent loan.

**SCHEDULE “B”
PAYMENT INFORMATION**

Funds may be included with the executed Loan Agreement by certified cheque or bank draft payable to CREATIVE WEALTH MEDIA FINANCE CORP., 151 Bloor St West, Suite 700, Toronto, Ontario M5S 1S4 or wired in immediately available funds to Creative Wealth Media Finance Corp. as follows:

US FUNDS:

Bank:	Toronto Dominion Bank
Address:	2453 Yonge St., Toronto, Ontario, M4P 2H6
Transit #:	00572 ABA 0004 00572
Bank #:	004 Swift TDOMCATTOR
Account Name:	Creative Wealth Media Finance Corp.
USD Account #:	7301467
Office Address:	151 Bloor St West Suite 700 Toronto, Ontario M5S 1S4 Tel: 416-410-6423

SCHEDULE “C”
GENERAL SECURITY AGREEMENT

[see attached]

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made as of the Dec 16 2021.

B E T W E E N:

CREATIVE WEALTH MEDIA FINANCE CORP, a corporation duly incorporated in Ontario, Canada with principal offices at 151 Bloor St West, Suite 700, Toronto, Ontario (hereinafter called the "Debtor")

- and -

Linda Krol (hereinafter called the "Lender")

REFERENCE IS MADE to a Subscription Agreement Series E term sheet (the "Term Sheet", attached hereto as "Schedule A") setting out the principal terms upon which a loan in the amount of USD \$ 250,000.00 (the "Loan") is, has been or shall be issued to **CREATIVE WEALTH MEDIA FINANCE CORP** (the "Borrower") by Linda Krol (the "Lender"). The terms and conditions are set forth below and in accordance with the Term Sheet, this General Security Agreement hereto as Schedule "C".

1. Grant of Security Interest

As a general and continuing security for the payment of all obligations, indebtedness and liabilities of the Debtor to the Lender whether incurred prior to, at the time of or subsequent to the execution hereof, including extensions or renewals, and all other liabilities of the Debtor to the Lender, direct or indirect, wheresoever and howsoever incurred and any ultimate unpaid balance thereof, including, without restricting the generality of the foregoing, advances to the Debtor under fixed or revolving credits established from time to time, and the obligations and liabilities of the Debtor under any contract of guarantee now or hereafter in existence whereby the Debtor guarantees payment of the debts, liabilities and obligations of a third party to the Lender, the Debtor hereby grants to the Lender a continuing security interest in all of the Debtor's property, assets and undertaking of any kind or nature, now owned or after acquired including, without limitation, the following described property (hereinafter collectively called the "Collateral"):

(a) Accounts:

all debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Debtor, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of such debts, claims, monies and choses in action or any part thereof, and also all books and papers recording, evidencing or relating to such debts, accounts, claims, monies and choses in action or any part thereof (all of the foregoing being hereinafter called the "accounts");

(b) Inventory:

all inventory of whatever kind and wherever situated now owned or hereafter acquired or reacquired by the Debtor including, without limiting the generality of the foregoing, all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor, and goods used in or procured for packing (all of the foregoing being called the "inventory");

(c) Equipment:

all machinery, equipment, goods and other tangible personal property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraphs (a) and (b) above, including, without limiting the generality of the foregoing, machinery, fixtures, furniture, plant, vehicles of any sort or description and all spare parts and accessories installed in or affixed or attached or appertaining to any of the foregoing and which are not consumer goods as defined in the *Personal Property Security Act* of the Province of Ontario (the "PPSA"), and all drawings, specifications, plans and manuals relating thereto (all of which is hereinafter called the "equipment");

(d) Chattel Paper:

all present and future agreements made between the Debtor as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods (all of which is herein called the "chattel paper");

(e) Instruments:

all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act* (Canada)), and all other writings that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without necessary endorsement or assignment (all of which of the foregoing being hereinafter called the "instruments");

(f) Intangibles:

all intangible property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraph (a) above including, without limiting the generality of the foregoing, all contractual rights, licenses, goodwill, patents, trade marks, trade names, copyrights, industrial designs and other industrial property, confidential information, trade secrets, know-how, inventions, processes, concepts, business opportunities, compilations of data, computer codes in either source code and object code, computer programs, software, marketing strategies and all other intellectual property, including any registrations and applications for registration of the foregoing (all of which are hereinafter called the "Intangibles");

(g) Leases:

all of the Debtor's right and interest in and to all leases, leasehold interests, tenancies and rights of occupation or possession of real estate or personal property now owned or hereafter held and owned by the Debtor, including all such rights and interests in respect

of which the Debtor is landlord or lessor together with the benefit of the covenants, agreements, privileges and rights of the Debtor pertaining to such interests (all of which are hereinafter called the "leases"); provided, however, that the last day of the term of any lease is specifically excepted from the security interest created hereby, but the Debtor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Debtor;

(h) Money:

all present and future money of the Debtor, whether authorized or adopted by the Parliament of Canada as part of its currency or any foreign government as part of its currency (all of the foregoing being referred to as the "money");

(i) Documents of Title:

all warehouse receipts, bills of lading and other documents of title, whether negotiable or otherwise, now or hereafter owned by the Debtor (all of which is hereinafter called the "documents of title");

(j) Books, Records, etc.:

all books and papers regarding, evidencing or relating to the above mentioned accounts, chattel paper or documents of title, and all securities, bills, notes, instruments, writings and other documents now or hereafter held or owned by the Debtor or anyone on behalf of the Debtor with respect to the above mentioned accounts, chattel paper or documents of title (all of which is hereinafter called the "records");

(k) Securities:

all shares, stocks, warrants, bonds, debentures, debenture stock or other securities now or hereafter owned by the Debtor together with renewals thereof, substitutions therefor, accretions thereto and all rights and claims in respect thereof (all of which is hereinafter called the "securities");

(l) Undertaking:

all present and future personal property, business and undertaking of the Debtor not being accounts, inventory, equipment, chattel paper, instruments, intangibles, leases, money, documents of title, records and securities (all of which is hereinafter called the "undertaking");

(m) Proceeds:

identifiable or traceable personal property in any form derived directly or indirectly from any dealing with the property described in (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) and (l) or the proceeds therefrom, including any payment representing indemnity or compensation for loss of or damage to such property or proceeds therefrom (all of which is hereinafter called the "proceeds").

For greater certainty, the security interest created hereby shall be operative as a present, attached, fixed and specific assignment, mortgage and charge of and security interest in any and all of the

Collateral now owned by the Debtor and, with respect to any and all of the Collateral acquired by the Debtor after the date hereof, shall be operative as a present, specific assignment, mortgage and charge of and security interest in such Collateral which shall attach as a fixed and specific mortgage and charge of and security interest in such Collateral as of the moment the Debtor acquires any rights or interests therein. The security interest created hereby shall not be interpreted or construed as a floating charge and the Debtor's rights to deal with the Collateral without the consent of the Lender are restricted to those rights specifically granted by paragraph 4(a) (which paragraph is intended solely as an incorporation and elaboration of Subsection 28(1) of the PPSA) and paragraph 4(b) hereof.

Without limiting the generality of the description of Collateral set out above, the Collateral shall include all present and future personal property of the Debtor located on or about or in transit to or from the address of the Debtor and all other present and future personal property of the Debtor. The Debtor agrees to promptly inform the Lender in writing of the acquisition by the Debtor of any personal property which is not of the nature or type described herein, and the Debtor agrees to execute and deliver at its own expense from time to time amendments to this Agreement or additional security agreements as may be reasonably required by the Lender in order that the security interest created hereunder shall attach to such personal property.

The parties acknowledge that value has been given, that the Debtor has rights in the Collateral, and the parties have not agreed to postpone the time for attachment of the security interest created hereby.

2. **Debtor's Representations and Warranties**

The Debtor hereby represents, warrants and agrees with the Lender as follows:

- (a) That the security interest granted hereby the Debtor, all Collateral acquired after the date hereof will be the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and agrees that it will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
- (b) The Debtor will not during the currency of this Agreement, without the consent of the Lender, give any further or other security agreement covering the Collateral to any party other than the Lender which may subordinate the security interest of the Lender thereto and no financing statement (other than any which may be filed on behalf of the Lender) covering any of the Collateral is now or will be on file in any public office while this security agreement remains outstanding, except for Permitted Encumbrances.
- (c) The Debtor's chief executive office and principal place of business, and the location of the office where it keeps its records respecting the accounts, is that set out above. If the Debtor changes its chief executive office and principal place of business it will promptly notify the Lender. The place where any notices required to be given to the Debtor under the PPSA are to be sent is the chief executive office and principal place of business set out above.
- (d) The Debtor shall from time to time forthwith on request furnish to the Lender in writing all information requested relating to the Collateral and the Lender shall be entitled from time to time to inspect the Collateral and to take temporary

custody of and make copies of all documents relating to accounts and for such purposes the Lender shall have access to all premises occupied by the Debtor or where the Collateral or any of it may be found.

- (e) The Debtor shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Lender of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtor hereby constitutes and appoints any officer of the Lender or any other person designated by the Lender, or any receiver appointed by the Court or the Lender as hereafter set out, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (f) The Debtor shall keep the inventory and equipment insured against loss by fire and such other risks as the Lender may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. The Debtor shall also obtain business interruption insurance of a value satisfactory to the Lender. All policies of insurance and the proceeds thereof will be held in trust by the Debtor for the benefit of the Lender under the provisions of this Agreement. If the Debtor neglects to provide such insurance, the Lender may obtain the same and charge the premiums therefor to the Debtor, together with interest at the highest rate currently charged to the Debtor under its obligations to the Lender at the date of payment of the premium by the Lender.
- (g) The Debtor has full power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Agreement.
- (h) There is no litigation, tax claim, proceeding or dispute pending, or, to the knowledge of the Debtor, threatened, against or affecting the Debtor or its property, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or under any other instrument or agreement required hereunder.
- (i) The Debtor shall provide notification to the Lender promptly of:
 - (i) any material change in the information contained herein relating to the Debtor, its business or the Collateral, its addresses or locations of business;
 - (ii) the details of any material acquisition of the Collateral;
 - (iii) the details of any claims or litigation affecting materially the Debtor or the Collateral;
 - (iv) any material loss of or damage to the Collateral; and

- (v) the return to or repossession by the Debtor of the Collateral where such return or repossession of the Collateral is material in relation to the business of the Debtor.
- (j) The Debtor agrees to deliver to the Lender from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral; and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Lender may reasonably request.
- (k) Subject to compliance with the Debtor's covenants contained herein, the Debtor may, until default, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof, provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.
- (l) Subject to any applicable requirements of the PPSA, all monies collected or received by the Lender pursuant to or in exercise of any right he possesses with respect to the Collateral shall be applied on account of indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.
- (m) That the Collateral does not include any goods which are used or acquired by the Debtor for use primarily for personal, family or household purposes.
- (n) The Debtor shall pay all expenses, including solicitors' and receivers' fees and disbursements incurred by the Lender or its agents (including any Receiver, as herein defined) in connection with the preparation, perfection, preservation and enforcement of this Agreement; including all expenses incurred by the Lender or such agents in dealing with other creditors of the Debtor in connection with the establishment and confirmation of the priority of the security interest created

hereby; all of which expenses shall be payable forthwith upon demand and shall form part of the obligations secured hereby.

- (o) The Debtor shall not, directly or indirectly, sell, lease, transfer, assign or otherwise dispose of all or substantially all of its property and assets as an entirety to any other entity, and shall not consolidate, amalgamate, or merge with or into any other corporation (any such other entity or corporation being herein referred to as a "successor corporation") without the prior written consent of the Lender, not to be unreasonably withheld or delayed, and unless the successor corporation shall execute, prior to or contemporaneously with the consummation of any such transaction, an instrument to evidence the assumption by the successor corporation of the Debtor's obligations under this Agreement and its agreement to observe and perform all the covenants and obligations of the Debtor under this Agreement.
- (p) The Debtor shall deliver to the Lender written notice of any intention on the part of the Debtor to change its name not later than five (5) business days prior to such change of name becoming effective, and shall provide the Lender with a certified copy of the articles of amendment effecting such change within five (5) business days of its occurrence.

3. **Lender's Remedies**

In the event that the Debtor makes default in the payment of any amount of principal or interest owing to the Lender or fails to perform any of the covenants and agreements herein or contained in any other agreement between the Debtor and the Lender, the security hereby granted shall become immediately enforceable, the Lender shall, in addition to the rights and remedies specifically provided herein, have the rights and remedies of a secured party under the PPSA, and:

- (a) The Lender may, in addition to any other rights, appoint by instrument in writing a receiver or receiver and manager (hereinafter referred to as the "Receiver") of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Where the Lender is referred to in this Agreement the term shall, where the context permits, include any Receiver so appointed and the officers, employees, servants or agents of such Receiver.
- (b) The Debtor will forthwith upon demand assemble and deliver to the Lender possession of all of the Collateral at such place as may be specified by the Lender. In any event, at its option, the Lender may take such steps as he considers necessary or desirable to enter into or obtain possession of all or any part of the Collateral, including proceedings in any court of competent jurisdiction, and to that end the Debtor agrees that the Lender may by its servants, agents or Receiver at any time during the day or night enter upon lands and premises, and if necessary break into houses, buildings and enclosures of the Debtor or relating to the Debtor's business where the Collateral may be found for the purpose of taking possession of or removing the Collateral or any part thereof.
- (c) The Lender may seize, collect, realize, sell, borrow money on the security of, release to third parties or otherwise deal with the Collateral or any part thereof in

such manner, upon such terms and conditions and at such time or times as may seem to him advisable and without notice to the Debtor (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advices and services, and receivers' and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral, may add the amount of such sums to the indebtedness of the Debtor and all such sums shall be secured hereby.

- (d) At its option, to be notified to the Debtor in the manner provided by the governing statute, the Lender may elect to retain all or any part of the Collateral in satisfaction of the obligations to him of the Debtor to the extent permitted by applicable securities laws.
- (e) The Lender shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or for the purpose of preserving any rights of the Lender, the Debtor or any other person, firm or corporation in respect of same.
- (f) The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Lender may see fit without prejudice to the liability of the Debtor or the Lender's right to hold and realize the Collateral.
- (g) All monies collected or received by the Lender in respect of the Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Lender seems best or may be held unappropriated in a collateral account or in the discretion of the Lender may be released to the Debtor, all without prejudice to the Lender's claims upon the Debtor. If the monies collected by or received by the Lender in respect of the Collateral are not sufficient to satisfy all obligations and liability of the Debtor to the Lender, the Debtor shall remain responsible to the Lender for any deficiency, and the Lender shall be entitled to claim such amount and all interest and costs associated therewith from the Debtor.
- (h) In the event of the Lender taking possession of the Collateral or any part thereof in accordance with the provisions of this Agreement, the Lender shall have the right to maintain the same upon the premises on which the Collateral may then be situate, and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary premises for the proper maintaining, housing and protection of the Collateral and for its servant or servants, assistant or assistants, and the Debtor covenants and agrees to provide the same without cost or expense to the Lender until such time as the Lender shall determine in its discretion to remove, sell or otherwise dispose of the Collateral so taken possession of by it as aforesaid.

- (i) To facilitate the realization of the Collateral the Lender may carry on or concur in the carrying on of all or any part of the business of the Debtor and may to the exclusion of all others, including the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by the Debtor and use all or any of the tools, machinery and equipment of the Debtor for such time as the Lender sees fit, free of charge, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product, and the Lender shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions.
- (j) The Lender may, if he deems it necessary for the proper realization of all or any part of the Collateral, pay any encumbrance, lien, claim or charge that may exist or be threatened against the same and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the obligations of the Debtor to the Lender as hereby secured, and shall bear interest at the highest rate currently charged to the Debtor under its obligations to the Lender at the date of payment thereof by the Lender.
- (k) If after all the expenses of the Lender in connection with the preservation and realization of the Collateral as above described shall have been satisfied and all obligations, including contingent obligations, of the Debtor to the Lender shall have been satisfied and paid in full together with interest, any balance of monies in the hands of the Lender arising out of the realization of the Collateral, shall be paid to any person other than the Debtor whom the Lender knows to be the owner of the Collateral, and in the absence of such knowledge, such balance shall be paid to the Debtor.
- (l) The Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper, whether Collateral or proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.
- (m) Unless the Collateral in question is perishable or unless the Lender believes on reasonable grounds that the Collateral in question will decline rapidly in value, the Lender will give the Debtor such notice of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made, as may be required by the PPSA.
- (n) The Receiver shall for all purposes be deemed to be the agent of the Debtor.
- (o) The Lender, in appointing or refraining from appointing a Receiver shall not incur any liability to the Receiver, the Debtor or otherwise.

4. **Dealing with Collateral by the Debtor**

- (a) Subject to compliance with the Debtor's covenants contained herein, the Debtor in the ordinary course of its business may, until default, sell items of inventory,

so that the purchaser thereof takes title clear of the security interest hereby created as provided by PPSA, S. 28(1), but if such sale results in an account, such account is subject to the security interest hereby created.

- (b) In the event that the Debtor shall collect or receive any of the accounts or shall dispose of and be paid for any of the other Collateral covered by this Agreement, all non-cash proceeds of such disposition shall be subject to the security interest hereby created and all accounts or monies so collected or received by the Debtor shall be received as trustee for the Lender and shall be held separate and apart from other monies of the Debtor, and shall forthwith be paid over to the Lender.

5. **Location of Collateral**

The Collateral insofar as it consists of tangible property is now and will hereafter be kept at 151 Bloor St West, Suite 700, Toronto, Ontario M5S 1S4.

6. **Continued Agreements**

This Agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest in all or part of the Collateral, and whether heretofore or hereafter made, and the terms of such other agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties. Notwithstanding the foregoing, this Agreement shall supersede any prior General Security Agreements issued by the Debtor in favour of the Lender.

7. **Notice**

Any notice or communication given or required to be given to any of the Lender or the Debtor shall be in writing and may be delivered, mailed by registered mail, or sent by facsimile:

If To Borrower: Creative Wealth Media Finance Corp 151 Bloor
St West, Suite 700, Toronto, Ontario M5S 1S4
Attention: Jason Cloth

If To Lender: Linda Krol
1200 Granville Ave
Park Ridge, IL 60068

or to such other address as such party may have by notice in writing furnished to the party seeking or desiring to give notice as a place for the giving of notice, shall be deemed:

- (a) in the case of delivery to have been duly given when the same is personally delivered to the Lender or the Debtor;
- (b) in the case of dispatch by registered mail, except during a postal disruption, actual or threatened, to have been duly given at 5:00 p.m. (local time of the Lender) on the third business day after the day the same was deposited in a governmental public post box or governmental post office; or
- (c) in the case of dispatch by facsimile or similar telecommunication device, to have been duly given on the same business day (if sent before 5:00 p.m.) and on the next business day after the day the same was sent by facsimile device.

8. **Lender to Provide Statements**

The Debtor expressly authorizes the Lender to provide any and all statements, copies and information as may be requested by any person from the Lender pursuant to the provisions of Section 18 of the PPSA.

9. **Governing Law**

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario. Reference to the governing statute shall be, where the context permits, to the PPSA as amended from time to time. To the extent that they are not inconsistent herewith, the definitions contained in the PPSA, Section 1, shall govern the interpretation of this Agreement.

10. **Receipt of Agreement**

The Debtor hereby acknowledges receipt of a true copy of this Agreement.

11. **Assignment**

The Lender has the unfettered right to assign this Agreement.

12. **Registration**

It is expressly acknowledged and agreed that for ease of administration, one or more financing statements may be filed pursuant to the PPSA of the Province of Ontario with respect to the this Agreement.

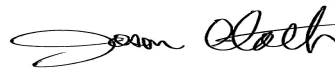
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13. **Successors and Assigns**

This Agreement may be assigned in whole or in part by the Lender to any person, firm or corporation without notice to or the consent of the Debtor, and if so assigned, the Debtor hereby agrees not to assert against any such assignee any defence or claim which the Debtor may have against the Lender in connection with this Agreement. This Agreement may not be assigned by the Debtor without the prior written consent of the Lender. This Agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns: "successors" includes any corporation resulting from the amalgamation of any corporation with another corporation.

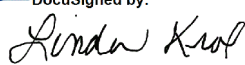
IN WITNESS WHEREOF the Debtor has executed this Agreement on the day and year first above written.

Creative Wealth Media Finance Corp
Per: Jason Cloth

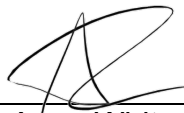


Accepted and agreed on this Dec 16 2021

Lender
Per: Linda Krol

DocuSigned by:

78245BF049A3411... _____

THIS IS **EXHIBIT "D"** REFERRED TO IN THE AFFIDAVIT
OF **JEFFREY W KROL** SWORN JULY 22, 2025.

A handwritten signature in black ink, appearing to be 'Anna White', written over a horizontal line.

Anna White

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

**CREATIVE WEALTH MEDIA FINANCE CORP.
SECURED SERIES B LOAN COMMITMENT AGREEMENT – COVER PAGE**

TO: CREATIVE WEALTH MEDIA FINANCE CORP. (the "Corporation")

The undersigned (hereinafter referred to as the "**Lender**") hereby agrees to provide a loan (the "**Loan**") to the Corporation in the amount set forth below upon and subject to the terms and conditions set forth in this Secured Loan Commitment Agreement and the attached "Terms and Conditions of the Secured Loan" document, including, without limitation, the representations, warranties, and covenants set forth in the applicable schedules attached hereto (collectively the "**Loan Documents**" or this "**Loan Agreement**" or this "**Agreement**"). The Lender further agrees that the Corporation may rely upon the Lender's representations, warranties, and covenants contained in the Loan Documents. **In addition to this face page, the Lender must also complete all of the applicable schedules attached hereto.**

LOAN AND LENDER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below.

SAS Investment Partners

(Name of Lender - Please Print)

By: 

(Authorized Signature)

Manager

(Official Capacity or Title)

Sanford Schmidt

(Please print name of individual whose signature appears above if different than the name of the Lender printed above.)

100 Laurel Avenue

(Address)

Highland Park, IL 60035

(Address Cont.)

847-980-8001

(Telephone Number)

773-774-2601

(Fax Number)

Sandy @schmidtfinancial.com

(Email Address)

Amount of Loan Commitment:

\$150,000 USD

Subsequent Loan Commitment:

If the Lender is signing as agent / trustee / fiduciary for a principal, complete the following and ensure that the applicable Exhibit(s) are completed on behalf of such principal.

(Name of Principal)

(Principal's Address)

(Principal's Address Cont.)

(Telephone Number)

(Fax Number)

(Email Address)

Register the Loan as Set Forth Below:

Sanford Schmidt, Manager
(Name)

SAS Investment Partners
(Account Reference, if Applicable)

450 Skokie Blvd., Suite 507
(Address)

Northbrook, IL 60062
(Address Cont.)

26-4692480
SOCIAL INSURANCE NUMBER

Deliver the Loan as Set Forth Below:

☐ Same as Registered Address
(otherwise complete below)

(Company Name)

(Account Reference, if Applicable)

(Contact Name)

(Address)

(Address Cont.)

TO BE COMPLETED BY THE CORPORATION ONLY


The Corporation accepts the Loan on the terms and conditions of this Agreement for the following amount:

Date: April 17 2020

CREATIVE WEALTH MEDIA FINANCE CORP.

Per: Jason Cloth
Authorized Signing Officer

CEO
Official Capacity or Title


Signature

TOTAL NOTE FACILITY: \$20,000,000

DATED at Toronto as of this 2nd day of April, 2019

Lender: SAS Investment Partners

CREATIVE WEALTH MEDIA FINANCE
CORP.

Per: Sanford Schmidt, Manager

Per: Jason Cloth

Signature: 

Signature: 

Account Holders Wire Transfer Instructions For Interest Payments

Beneficiary: SAS Investment Partners
Address: 100 Laurel Avenue, Highland Park, IL 60035

Bank: CIBC Bank, USA
Address: 120 S. LaSalle, 7th Floor, Chicago, IL 60603
Transit:
SWIFT: PVTBUS44
Account:
Routing: 071006486

Beneficiary Acct. Name: SAS Investment Partners
Beneficiary Acct. #: 2167612

13. Successors and Assigns

This Agreement may be assigned in whole or in part by the Lender to any person, firm or corporation without notice to or the consent of the Debtor, and if so assigned, the Debtor hereby agrees not to assert against any such assignee any defence or claim which the Debtor may have against the Lender in connection with this Agreement. This Agreement may not be assigned by the Debtor without the prior written consent of the Lender. This Agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns: "successors" includes any corporation resulting from the amalgamation of any corporation with another corporation.

IN WITNESS WHEREOF the Debtor has executed this Agreement on the day and year first above written.

Creative Wealth Media Finance Corp

Per: Jason Cloth



Accepted and agreed on this 2nd April, 2020

LENDER SAS Investment Partners

Per: Sanford Schmidt



**CREATIVE WEALTH MEDIA FINANCE CORP.
SECURED SERIES B LOAN COMMITMENT AGREEMENT – COVER PAGE**

TO: CREATIVE WEALTH MEDIA FINANCE CORP. (the "Corporation")

The undersigned (hereinafter referred to as the "**Lender**") hereby agrees to provide a loan (the "**Loan**") to the Corporation in the amount set forth below upon and subject to the terms and conditions set forth in this Secured Loan Commitment Agreement and the attached "Terms and Conditions of the Secured Loan" document, including, without limitation, the representations, warranties, and covenants set forth in the applicable schedules attached hereto (collectively the "**Loan Documents**" or this "**Loan Agreement**" or this "**Agreement**"). The Lender further agrees that the Corporation may rely upon the Lender's representations, warranties, and covenants contained in the Loan Documents. **In addition to this face page, the Lender must also complete all of the applicable schedules attached hereto.**

LOAN AND LENDER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Name of Lender - Please Print)</div> <div style="margin-top: 10px;">By: <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Authorized Signature)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Official Capacity or Title)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Please print name of individual whose signature appears above if different than the name of the Lender printed above.)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Address)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Address Cont.)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Telephone Number)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Fax Number)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Email Address)</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>Amount of Loan Commitment:</div> <div style="margin-top: 10px; height: 40px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>Subsequent Loan Commitment:</div> <div style="margin-top: 10px; height: 40px;"></div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>If the Lender is signing as agent / trustee / fiduciary for a principal, complete the following and ensure that the applicable Exhibit(s) are completed on behalf of such principal.</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Name of Principal)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Principal's Address)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Principal's Address Cont.)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Telephone Number)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Fax Number)</div> <div style="margin-top: 10px;"><div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div></div> <div>(Email Address)</div>
--	--

Register the Loan as Set Forth Below:

(Name)

(Account Reference, if Applicable)

(Address)

(Address Cont.)

SOCIAL INSURANCE NUMBER

Deliver the Loan as Set Forth Below:

☐ Same as Registered Address
(otherwise complete below)

(Company Name)

(Account Reference, if Applicable)

(Contact Name)

(Address)

(Address Cont.)

TO BE COMPLETED BY THE CORPORATION ONLY

The Corporation accepts the Loan on the terms and conditions of this Agreement for the following amount:

Date: _____

CREATIVE WEALTH MEDIA FINANCE CORP.

Per: _____
Authorized Signing Officer

Official Capacity or Title

Signature

TOTAL NOTE FACILITY: _____

TERMS AND CONDITIONS OF THE SERIES B SECURED LOAN

SECTION 1 Terms of the Loan - Security

A. The Loan shall form part of the "Series B" loan in the aggregate amount of up to \$20,000,000.00 USD as set forth in Schedule "A" attached hereto, the terms and conditions of which are set forth in the term sheet (the "**Term Sheet**") attached hereto as Schedule "A". The Loan shall rank in *pari passu* with other Series B loans accepted by the Corporation. The Loan, and any and all Subsequent Loans (as defined below), if any, shall be secured by the assets of the Corporation pursuant to a security agreement (the "**Security Agreement**", attached hereto as Schedule "D"). The Lender hereby acknowledges and agrees that this Agreement forms an inter-lender agreement providing that each Series B loan will be registered under the PPSA pursuant to the security provided by the attached Security Agreement, and shall rank *pari passu* as against one another.

B. The Lender acknowledges that the Corporation has entered into term sheet agreements with the borrower (collectively, the "**Borrower**") (collectively, the "**Picture Term Sheet**") in respect of motion pictures.

C. Pursuant to the terms of the Picture Term Sheets (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments), the Corporation has extended and/or will extend from time to time loans, advances, equity investments and other financial accommodations to the Borrowers upon certain collateral security including the present and future accounts of the Borrowers.

D. Lender agrees to advance the Loan to the Corporation, upon the terms and conditions set forth herein, in order for the Corporation to fulfil its financing obligations in respect of the Pictures in accordance with the terms set forth in the Picture Term Sheets.

SECTION 2 Interest

A. **Interest:** The principal amount of the Loan remaining from time to time unpaid and outstanding shall bear interest from the date of Closing to and including the date of repayment in full, both before and after default, demand, maturity, and judgement at the rate and payable as set forth in the Term Sheet. Interest shall not be less than a minimum of 5% of the total principle invested.

SECTION 3 Maturity

The principal amount of the Loan shall become due and payable in full on that date that is indicated in Schedule A.

SECTION 4 Subsequent Loans

Each subsequent loan (each a "**Subsequent Loan**") provided by the Lender will be subject to the same terms and conditions and security provided for herein. All Subsequent Loans will be added to the outstanding amount of the Loan and evidenced by a contract note reflecting the specific term of such Subsequent Loan.

SECTION 5 Closing

Closing ("**Closing**") shall occur on the date that the Lender provides the amount of the Loan to the Corporation by way of certified cheque, bank draft or wire transfer or such other method of payment acceptable to the Corporation, or such other date and time as may be determined by the Corporation.

SECTION 6 Conditions of Closing

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, acknowledges that the acceptance of the Loan as contemplated by this Agreement is subject to, among other things, the following conditions being fulfilled or performed on or before Closing, which conditions are for the exclusive benefit of the Corporation and may be waived, in whole or in part, by the Corporation in its sole discretion:

- (a) The Lender agreeing to execute and deliver to the Corporation all reports, undertakings or other documents required under Applicable Securities Laws in connection with this Loan;
- (b) The representations and warranties of the Lender having been true and correct as of the date of this Agreement and being true and correct at Closing; and
- (c) All documentation relating to the offer of this Loan in form and substance satisfactory to the Corporation.

SECTION 7 Acknowledgments of the Lender

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, acknowledges that:

- (a) **A LOAN ADVANCED TO THE CORPORATION PURSUANT TO THE TERMS AND CONDITIONS AND SECURED BY THE SECURITY AGREEMENT ATTACHED IS NOT WITHOUT RISK AND THE LENDER (AND ANY DISCLOSED BENEFICIAL LENDER) MAY LOSE HIS, HER OR ITS ENTIRE LOAN;**
- (b) The Corporation may complete additional financings or borrowings in the future in order to develop the business of the Corporation and fund its ongoing development, and such future financings may affect the Lender's rights hereunder but there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Corporation may be unable to fund its ongoing development;
- (c) The Corporation has the right to accept or reject the Lender's Loan in whole or in part. If the commitment is rejected in whole or in part, all or a portion of the Loan amount, as the case may be, will be promptly delivered to the Lender, without interest.

SECTION 8 Representations and Warranties of the Lender

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, represents and warrants as follows to the Corporation at the date of this Agreement and at Closing and acknowledges and confirms that the Corporation is relying on such representations and warranties in connection with the Loan:

- (a) **THE LENDER HAS KNOWLEDGE IN FINANCIAL AND BUSINESS AFFAIRS, IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS LOAN TO THE CORPORATION, AND IS ABLE TO BEAR THE ECONOMIC RISK OF SUCH LOAN EVEN IF THE ENTIRE LOAN AMOUNT IS LOST;**
- (b) This loan has not been made through, or as a result of, and is not being accompanied by, (i) a general solicitation, (ii) any advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or (iii) any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (c) None of the funds that the Lender is committing to lend to the corporation are to the knowledge of the Lender, proceeds obtained or derived, directly or indirectly, as a result of illegal activities;

- (d) If the Lender is an individual, he or she is of legal age and is legally competent to execute, deliver and perform his or her obligations under this Agreement. If the Lender is not an individual, (i) it has the legal capacity and competence to execute, deliver and perform its obligations under this Agreement; and (ii) the execution and delivery of and performance by the Lender of this Agreement have been authorized by all necessary corporate or other action on the part of the Lender;
- (e) If the Lender is committing on its own behalf, this Agreement has been duly executed and delivered by the Lender, and constitutes a legal, valid and binding agreement of the Lender enforceable against him, her or it in accordance with its terms;
- (f) If the Lender is acting for a Disclosed Beneficial Lender, the Lender is duly authorized to execute and deliver this Agreement and all other documentation in connection with the commitment on behalf of the Disclosed Beneficial Lender. This Agreement has been duly authorized, executed and delivered by or on behalf of such Disclosed Beneficial Lender and constitutes a legal, valid and binding agreement of such Disclosed Beneficial Lender enforceable against him, her or it in accordance with its terms;
- (g) The execution and delivery of and performance by the Lender (and any Disclosed Beneficial Lender) of this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event of condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under any of the terms or provisions of the Lender's (and any such Disclosed Beneficial Lender's) constating documents or by-laws, if applicable, or any other contract, agreement, instrument, undertaking or covenant to which the Lender (and any Disclosed Beneficial Lender) is a party or by which it is bound; and
- (h) The Lender (and the Disclosed Beneficial Lender) has obtained such legal and tax advice as it considers appropriate in connection with the Loan and the execution, delivery and performance by it of this Agreement and the transactions contemplated by this Agreement. The Lender (and the Disclosed Beneficial Lender) is not relying on the Corporation, its affiliates or counsel to any of them in this regard.
- (i) The Lender is an "accredited investor" within the meaning of National Instrument 45-106 and agrees to execute the Accredited Investor Status Certificate attached hereto at Schedule "E".
- (j) Lender has received, or has been given the reasonable opportunity to receive, independent legal advice in respect of this Agreement.

SECTION 9 Covenants of the Lender

The Lender (and any Disclosed Beneficial Lender) will execute, deliver, file and otherwise assist the Corporation in filing any reports, undertakings and other documents required in connection with the Loan.

SECTION 10 Representations and Warranties of the Corporation

The Corporation represents and warrants as follows to the Lender at the date of this Agreement and at Closing and acknowledges and confirms that the Lender is relying upon such representations and warranties in connection with the Loan:

- a) The Corporation is duly incorporated, organized, validly existing and in good standing under the laws of the Province of Ontario. The Corporation is duly qualified and in good standing in all jurisdictions where the failure to so qualify would have a material adverse effect on the business or condition, financial or otherwise of the Corporation;

- b) The Borrower has full corporate right, power and authority to enter into this Agreement. The Borrower has full corporate power and authority to own, operate and carry on its business as now conducted;
- c) Neither the execution and delivery of this Agreement or the documents related hereto nor the consummation of this loan transaction nor compliance with the terms, conditions and provisions hereof or thereof will conflict with or result in a breach of any of the terms, conditions or provisions of the charter documents or bylaws of the Corporation, any law, rule or regulation having the force of law; any contractual restriction binding on or affecting the Corporation; or any writ, judgment, injunction, determination or award which is binding on the Corporation; or result in, or require the imposition of any lien upon or with respect to the properties now owned or hereafter acquired by the Corporation, under any contractual provision binding on or affecting the Corporation;
- d) The execution and delivery of this Agreement and the consummation by the Corporation of the transactions herein contemplated have been duly authorized by all necessary corporate action of the Corporation, and no authorization, consent, approval, licence or exemption under any applicable law, rule or regulation having the force of law, and no registration, qualification, designation, declaration or filing with any official body, is or was necessary therefor;
- e) This Agreement, and the documents related hereto have been duly executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against it in accordance with the terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- f) The Corporation is not in default in any material respect under any material indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it or any of its property may be bound; and
- g) The Corporation owns all of the properties and assets that it purports to own. All agreements by which the Corporation holds an interest in a property or asset are in good standing in all material respects according to their terms.

The Corporation agrees that the Lender is entitled to the benefit of all representations, warranties and covenants of the Corporation. The representations, warranties and covenants of the Corporation contained in this Agreement, together with such changes as are necessary in order to reflect that they are being made by the Corporation to the Lender

SECTION 11 Covenants of the Borrower

During the Term of the Loan the Corporation Shall:

- (a) ensure that all amounts that may rank in priority to the security are paid in full and on time;
- (b) report any material adverse change in the business of the Corporation to the lender immediately following the occurrence; and
- (c) immediately pay over to the Lender the full amount owing under the terms of this Agreement received by the Corporation upon any sale of the shares in the Corporation.

SECTION 12 Survival

The representations, warranties, acknowledgements and covenants contained in this Agreement and any certificate or document delivered pursuant to or in connection with this Agreement will survive Closing and continue in full force and effect for a period of two years.

SECTION 13 Beneficial Lenders

Whether or not explicitly stated in this Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Lender in this Agreement, including the schedules will be treated as if made by the Disclosed Beneficial Lender, if any.

SECTION 14 Schedules

The following Schedules are incorporated into and form an integral part of this Agreement, and any reference to this Agreement includes the Schedules:

Schedule "A"	Term Sheet for the Loan
Schedule "B"	Payment Information
Schedule "C"	General Security Agreement

SECTION 15 Interpretation

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the Agreement's interpretation. All references in this Agreement to dollars or to "\$" are to the currency of the **United States of America**, unless otherwise specifically indicated. In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of".

SECTION 16 Assignment

This Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators and legal representatives. This Agreement is not transferable or assignable by any party to it.

SECTION 17 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by it and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

SECTION 18 Time of Essence

Time is of the essence in this Agreement.

SECTION 19 Governing Law

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Lender, (and any Disclosed Beneficial Lender), irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

Ontario with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

SECTION 20 Language of Documents

It is the express wish of the parties to this Agreement that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue Anglais.

SECTION 21 Execution by Facsimile and Counterparts

This Agreement including the schedules may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

[SIGNATURE PAGE TO FOLLOW]

DATED at Toronto as of this _____ day of _____, 2019

Lender:

**CREATIVE WEALTH MEDIA FINANCE
CORP.**

Per: _____

Per: _____

Signature: _____

Signature: _____

Account Holders Wire Transfer Instructions For Interest Payments

Beneficiary:
Address:

Bank:
Address:
Transit:
SWIFT:
Account:
Routing:

SCHEDULE "A"

TERM SHEET

CREATIVE WEALTH MEDIA FINANCE CORP.

SECURED LOAN

SERIES "B"

Borrower:	Creative Wealth Media Finance Corp. (the " Borrower ")
Lender:	As written on the Cover Sheet of this Loan Agreement
Total Raise:	Up To \$20,000,000.00 USD
Use of Funds:	To provide the Borrower with capital to support secured Film Financing
Interest Rate:	12% annualized interest, paid monthly to Maturity Date
Maturity:	December 31, 2022 (the " Maturity Date ")
Interest Payments:	Interest will be paid monthly
Repayment of Loan:	The Borrower shall repay the entire Loan on that date that is the Maturity Date.
Closing Date:	Continuous
Subsequent Loans:	Each subsequent loan provided by the Lender will be subject to the same terms and conditions and security provided for herein. All Subsequent Loans will be added to the outstanding amount of the Loan and evidenced by a contract note reflecting the specific term of such Subsequent Loan.

SCHEDULE "B"
PAYMENT INFORMATION

Funds may be included with the executed Loan Agreement by certified cheque or bank draft payable to CREATIVE WEALTH MEDIA FINANCE CORP., 151 Bloor St West, Suite 700, Toronto, Ontario M5S 1S4 or wired in immediately available funds to Creative Wealth Media Finance Corp. as follows:

US FUNDS:

Bank:	Toronto Dominion Bank
Address:	2453 Yonge St., Toronto, Ontario, M4P 2H6
Transit #:	00572 ABA 0004 00572
Bank #:	004 Swift TDOMCATTOR
Account Name:	Creative Wealth Media Finance Corp.
Account #:	7301467
Office Address:	151 Bloor St West Suite 700 Toronto, Ontario M5S 1S4 Tel: 416-410-6423

SCHEDULE "C"
GENERAL SECURITY AGREEMENT

[see attached]

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made as of the _____.

B E T W E E N:

CREATIVE WEALTH MEDIA FINANCE CORP, a corporation duly incorporated in Ontario, Canada with principal offices at 151 Bloor St West, Suite 700, Toronto, Ontario (hereinafter called the "Debtor")

REFERENCE IS MADE to a Series B term sheet (the "Term Sheet", attached hereto as "Schedule A") setting out the principal terms upon which a loan amount of up to USD \$20,000,000.00 (the "Loan") is, has been or shall be issued to **CREATIVE WEALTH MEDIA FINANCE CORP** (the "Borrower") _____ (the "Lender"). The terms and conditions are set forth below and in accordance with the Term Sheet, this General Security Agreement hereto as Schedule "B".

1. Grant of Security Interest

As a general and continuing security for the payment of all obligations, indebtedness and liabilities of the Debtor to the Lender whether incurred prior to, at the time of or subsequent to the execution hereof, including extensions or renewals, and all other liabilities of the Debtor to the Lender, direct or indirect, wheresoever and howsoever incurred and any ultimate unpaid balance thereof, including, without restricting the generality of the foregoing, advances to the Debtor under fixed or revolving credits established from time to time, and the obligations and liabilities of the Debtor under any contract of guarantee now or hereafter in existence whereby the Debtor guarantees payment of the debts, liabilities and obligations of a third party to the Lender, the Debtor hereby grants to the Lender a continuing security interest in all of the Debtor's property, assets and undertaking of any kind or nature, now owned or after acquired including, without limitation, the following described property (hereinafter collectively called the "Collateral"):

(a) Accounts:

all debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Debtor, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of such debts, claims, monies and choses in action or any part thereof, and also all books and papers recording, evidencing or relating to such debts, accounts, claims, monies and choses in action or any part thereof (all of the foregoing being hereinafter called the "accounts");

(b) Inventory:

all inventory of whatever kind and wherever situated now owned or hereafter acquired or reacquired by the Debtor including, without limiting the generality of the foregoing, all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor, and goods used in or procured for packing (all of the foregoing being called the "inventory");

(c) Equipment:

all machinery, equipment, goods and other tangible personal property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraphs (a) and (b) above, including, without limiting the generality of the foregoing, machinery, fixtures, furniture, plant, vehicles of any sort or description and all spare parts and accessories installed in or affixed or attached or appertaining to any of the foregoing and which are not consumer goods as defined in the *Personal Property Security Act* of the Province of Ontario (the "PPSA"), and all drawings, specifications, plans and manuals relating thereto (all of which is hereinafter called the "equipment");

(d) Chattel Paper:

all present and future agreements made between the Debtor as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods (all of which is herein called the "chattel paper");

(e) Instruments:

all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act* (Canada)), and all other writings that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without necessary endorsement or assignment (all of which of the foregoing being hereinafter called the "instruments");

(f) Intangibles:

all intangible property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraph (a) above including, without limiting the generality of the foregoing, all contractual rights, licenses, goodwill, patents, trade marks, trade names, copyrights, industrial designs and other industrial property, confidential information, trade secrets, know-how, inventions, processes, concepts, business opportunities, compilations of data, computer codes in either source code and object code, computer programs, software, marketing strategies and all other intellectual property, including any registrations and applications for registration of the foregoing (all of which are hereinafter called the "Intangibles");

(g) Leases:

all of the Debtor's right and interest in and to all leases, leasehold interests, tenancies and rights of occupation or possession of real estate or personal property now owned or hereafter held and owned by the Debtor, including all such rights and interests in respect

of which the Debtor is landlord or lessor together with the benefit of the covenants, agreements, privileges and rights of the Debtor pertaining to such interests (all of which are hereinafter called the "leases"); provided, however, that the last day of the term of any lease is specifically excepted from the security interest created hereby, but the Debtor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Debtor;

(h) Money:

all present and future money of the Debtor, whether authorized or adopted by the Parliament of Canada as part of its currency or any foreign government as part of its currency (all of the foregoing being referred to as the "money");

(i) Documents of Title:

all warehouse receipts, bills of lading and other documents of title, whether negotiable or otherwise, now or hereafter owned by the Debtor (all of which is hereinafter called the "documents of title");

(j) Books, Records, etc.:

all books and papers regarding, evidencing or relating to the above mentioned accounts, chattel paper or documents of title, and all securities, bills, notes, instruments, writings and other documents now or hereafter held or owned by the Debtor or anyone on behalf of the Debtor with respect to the above mentioned accounts, chattel paper or documents of title (all of which is hereinafter called the "records");

(k) Securities:

all shares, stocks, warrants, bonds, debentures, debenture stock or other securities now or hereafter owned by the Debtor together with renewals thereof, substitutions therefor, accretions thereto and all rights and claims in respect thereof (all of which is hereinafter called the "securities");

(l) Undertaking:

all present and future personal property, business and undertaking of the Debtor not being accounts, inventory, equipment, chattel paper, instruments, intangibles, leases, money, documents of title, records and securities (all of which is hereinafter called the "undertaking");

(m) Proceeds:

identifiable or traceable personal property in any form derived directly or indirectly from any dealing with the property described in (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) and (l) or the proceeds therefrom, including any payment representing indemnity or compensation for loss of or damage to such property or proceeds therefrom (all of which is hereinafter called the "proceeds").

For greater certainty, the security interest created hereby shall be operative as a present, attached, fixed and specific assignment, mortgage and charge of and security interest in any and all of the

Collateral now owned by the Debtor and, with respect to any and all of the Collateral acquired by the Debtor after the date hereof, shall be operative as a present, specific assignment, mortgage and charge of and security interest in such Collateral which shall attach as a fixed and specific mortgage and charge of and security interest in such Collateral as of the moment the Debtor acquires any rights or interests therein. The security interest created hereby shall not be interpreted or construed as a floating charge and the Debtor's rights to deal with the Collateral without the consent of the Lender are restricted to those rights specifically granted by paragraph 4(a) (which paragraph is intended solely as an incorporation and elaboration of Subsection 28(1) of the PPSA) and paragraph 4(b) hereof.

Without limiting the generality of the description of Collateral set out above, the Collateral shall include all present and future personal property of the Debtor located on or about or in transit to or from the address of the Debtor and all other present and future personal property of the Debtor. The Debtor agrees to promptly inform the Lender in writing of the acquisition by the Debtor of any personal property which is not of the nature or type described herein, and the Debtor agrees to execute and deliver at its own expense from time to time amendments to this Agreement or additional security agreements as may be reasonably required by the Lender in order that the security interest created hereunder shall attach to such personal property.

The parties acknowledge that value has been given, that the Debtor has rights in the Collateral, and the parties have not agreed to postpone the time for attachment of the security interest created hereby.

2. Debtor's Representations and Warranties

The Debtor hereby represents, warrants and agrees with the Lender as follows:

- (a) That the security interest granted hereby the Debtor, all Collateral acquired after the date hereof will be the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and agrees that it will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
- (b) The Debtor will not during the currency of this Agreement, without the consent of the Lender, give any further or other security agreement covering the Collateral to any party other than the Lender which may subordinate the security interest of the Lender thereto and no financing statement (other than any which may be filed on behalf of the Lender) covering any of the Collateral is now or will be on file in any public office while this security agreement remains outstanding, except for Permitted Encumbrances.
- (c) The Debtor's chief executive office and principal place of business, and the location of the office where it keeps its records respecting the accounts, is that set out above. If the Debtor changes its chief executive office and principal place of business it will promptly notify the Lender. The place where any notices required to be given to the Debtor under the PPSA are to be sent is the chief executive office and principal place of business set out above.
- (d) The Debtor shall from time to time forthwith on request furnish to the Lender in writing all information requested relating to the Collateral and the Lender shall be entitled from time to time to inspect the Collateral and to take temporary

custody of and make copies of all documents relating to accounts and for such purposes the Lender shall have access to all premises occupied by the Debtor or where the Collateral or any of it may be found.

- (e) The Debtor shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Lender of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtor hereby constitutes and appoints any officer of the Lender or any other person designated by the Lender, or any receiver appointed by the Court or the Lender as hereafter set out, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (f) The Debtor shall keep the inventory and equipment insured against loss by fire and such other risks as the Lender may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. The Debtor shall also obtain business interruption insurance of a value satisfactory to the Lender. All policies of insurance and the proceeds thereof will be held in trust by the Debtor for the benefit of the Lender under the provisions of this Agreement. If the Debtor neglects to provide such insurance, the Lender may obtain the same and charge the premiums therefor to the Debtor, together with interest at the highest rate currently charged to the Debtor under its obligations to the Lender at the date of payment of the premium by the Lender.
- (g) The Debtor has full power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Agreement.
- (h) There is no litigation, tax claim, proceeding or dispute pending, or, to the knowledge of the Debtor, threatened, against or affecting the Debtor or its property, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or under any other instrument or agreement required hereunder.
- (i) The Debtor shall provide notification to the Lender promptly of:
 - (i) any material change in the information contained herein relating to the Debtor, its business or the Collateral, its addresses or locations of business;
 - (ii) the details of any material acquisition of the Collateral;
 - (iii) the details of any claims or litigation affecting materially the Debtor or the Collateral;
 - (iv) any material loss of or damage to the Collateral; and

- (v) the return to or repossession by the Debtor of the Collateral where such return or repossession of the Collateral is material in relation to the business of the Debtor.
- (j) The Debtor agrees to deliver to the Lender from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral; and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Lender may reasonably request.
- (k) Subject to compliance with the Debtor's covenants contained herein, the Debtor may, until default, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof, provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.
- (l) Subject to any applicable requirements of the PPSA, all monies collected or received by the Lender pursuant to or in exercise of any right he possesses with respect to the Collateral shall be applied on account of indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.
- (m) That the Collateral does not include any goods which are used or acquired by the Debtor for use primarily for personal, family or household purposes.
- (n) The Debtor shall pay all expenses, including solicitors' and receivers' fees and disbursements incurred by the Lender or its agents (including any Receiver, as herein defined) in connection with the preparation, perfection, preservation and enforcement of this Agreement; including all expenses incurred by the Lender or such agents in dealing with other creditors of the Debtor in connection with the establishment and confirmation of the priority of the security interest created

hereby; all of which expenses shall be payable forthwith upon demand and shall form part of the obligations secured hereby.

- (o) The Debtor shall not, directly or indirectly, sell, lease, transfer, assign or otherwise dispose of all or substantially all of its property and assets as an entirety to any other entity, and shall not consolidate, amalgamate, or merge with or into any other corporation (any such other entity or corporation being herein referred to as a "successor corporation") without the prior written consent of the Lender, not to be unreasonably withheld or delayed, and unless the successor corporation shall execute, prior to or contemporaneously with the consummation of any such transaction, an instrument to evidence the assumption by the successor corporation of the Debtor's obligations under this Agreement and its agreement to observe and perform all the covenants and obligations of the Debtor under this Agreement.
- (p) The Debtor shall deliver to the Lender written notice of any intention on the part of the Debtor to change its name not later than five (5) business days prior to such change of name becoming effective, and shall provide the Lender with a certified copy of the articles of amendment effecting such change within five (5) business days of its occurrence.

3. Lender's Remedies

In the event that the Debtor makes default in the payment of any amount of principal or interest owing to the Lender or fails to perform any of the covenants and agreements herein or contained in any other agreement between the Debtor and the Lender, the security hereby granted shall become immediately enforceable, the Lender shall, in addition to the rights and remedies specifically provided herein, have the rights and remedies of a secured party under the PPSA, and:

- (a) The Lender may, in addition to any other rights, appoint by instrument in writing a receiver or receiver and manager (hereinafter referred to as the "Receiver") of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Where the Lender is referred to in this Agreement the term shall, where the context permits, include any Receiver so appointed and the officers, employees, servants or agents of such Receiver.
- (b) The Debtor will forthwith upon demand assemble and deliver to the Lender possession of all of the Collateral at such place as may be specified by the Lender. In any event, at its option, the Lender may take such steps as he considers necessary or desirable to enter into or obtain possession of all or any part of the Collateral, including proceedings in any court of competent jurisdiction, and to that end the Debtor agrees that the Lender may by its servants, agents or Receiver at any time during the day or night enter upon lands and premises, and if necessary break into houses, buildings and enclosures of the Debtor or relating to the Debtor's business where the Collateral may be found for the purpose of taking possession of or removing the Collateral or any part thereof.
- (c) The Lender may seize, collect, realize, sell, borrow money on the security of, release to third parties or otherwise deal with the Collateral or any part thereof in

such manner, upon such terms and conditions and at such time or times as may seem to him advisable and without notice to the Debtor (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advices and services, and receivers' and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral, may add the amount of such sums to the indebtedness of the Debtor and all such sums shall be secured hereby.

- (d) At its option, to be notified to the Debtor in the manner provided by the governing statute, the Lender may elect to retain all or any part of the Collateral in satisfaction of the obligations to him of the Debtor to the extent permitted by applicable securities laws.
- (e) The Lender shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or for the purpose of preserving any rights of the Lender, the Debtor or any other person, firm or corporation in respect of same.
- (f) The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Lender may see fit without prejudice to the liability of the Debtor or the Lender's right to hold and realize the Collateral.
- (g) All monies collected or received by the Lender in respect of the Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Lender seems best or may be held unappropriated in a collateral account or in the discretion of the Lender may be released to the Debtor, all without prejudice to the Lender's claims upon the Debtor. If the monies collected by or received by the Lender in respect of the Collateral are not sufficient to satisfy all obligations and liability of the Debtor to the Lender, the Debtor shall remain responsible to the Lender for any deficiency, and the Lender shall be entitled to claim such amount and all interest and costs associated therewith from the Debtor.
- (h) In the event of the Lender taking possession of the Collateral or any part thereof in accordance with the provisions of this Agreement, the Lender shall have the right to maintain the same upon the premises on which the Collateral may then be situate, and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary premises for the proper maintaining, housing and protection of the Collateral and for its servant or servants, assistant or assistants, and the Debtor covenants and agrees to provide the same without cost or expense to the Lender until such time as the Lender shall determine in its discretion to remove, sell or otherwise dispose of the Collateral so taken possession of by it as aforesaid.

- (i) To facilitate the realization of the Collateral the Lender may carry on or concur in the carrying on of all or any part of the business of the Debtor and may to the exclusion of all others, including the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by the Debtor and use all or any of the tools, machinery and equipment of the Debtor for such time as the Lender sees fit, free of charge, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product, and the Lender shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions.
- (j) The Lender may, if he deems it necessary for the proper realization of all or any part of the Collateral, pay any encumbrance, lien, claim or charge that may exist or be threatened against the same and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the obligations of the Debtor to the Lender as hereby secured, and shall bear interest at the highest rate currently charged to the Debtor under its obligations to the Lender at the date of payment thereof by the Lender.
- (k) If after all the expenses of the Lender in connection with the preservation and realization of the Collateral as above described shall have been satisfied and all obligations, including contingent obligations, of the Debtor to the Lender shall have been satisfied and paid in full together with interest, any balance of monies in the hands of the Lender arising out of the realization of the Collateral, shall be paid to any person other than the Debtor whom the Lender knows to be the owner of the Collateral, and in the absence of such knowledge, such balance shall be paid to the Debtor.
- (l) The Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper, whether Collateral or proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.
- (m) Unless the Collateral in question is perishable or unless the Lender believes on reasonable grounds that the Collateral in question will decline rapidly in value, the Lender will give the Debtor such notice of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made, as may be required by the PPSA.
- (n) The Receiver shall for all purposes be deemed to be the agent of the Debtor.
- (o) The Lender, in appointing or refraining from appointing a Receiver shall not incur any liability to the Receiver, the Debtor or otherwise.

4. Dealing with Collateral by the Debtor

- (a) Subject to compliance with the Debtor's covenants contained herein, the Debtor in the ordinary course of its business may, until default, sell items of inventory,

so that the purchaser thereof takes title clear of the security interest hereby created as provided by PPSA, S. 28(1), but if such sale results in an account, such account is subject to the security interest hereby created.

- (b) In the event that the Debtor shall collect or receive any of the accounts or shall dispose of and be paid for any of the other Collateral covered by this Agreement, all non-cash proceeds of such disposition shall be subject to the security interest hereby created and all accounts or monies so collected or received by the Debtor shall be received as trustee for the Lender and shall be held separate and apart from other monies of the Debtor, and shall forthwith be paid over to the Lender.

5. Location of Collateral

The Collateral insofar as it consists of tangible property is now and will hereafter be kept at 151 Bloor St West, Suite 700, Toronto, Ontario M5S 1S4.

6. Continued Agreements

This Agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest in all or part of the Collateral, and whether heretofore or hereafter made, and the terms of such other agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties. Notwithstanding the foregoing, this Agreement shall supersede any prior General Security Agreements issued by the Debtor in favour of the Lender.

7. Notice

Any notice or communication given or required to be given to any of the Lender or the Debtor shall be in writing and may be delivered, mailed by registered mail, or sent by facsimile:

If To Borrower: Creative Wealth Media Finance Corp 151 Bloor
 St West, Suite 700, Toronto, Ontario M5S 1S4
 Attention: Jason Cloth

If To Lender:

or to such other address as such party may have by notice in writing furnished to the party seeking or desiring to give notice as a place for the giving of notice, shall be deemed:

- (a) in the case of delivery to have been duly given when the same is personally delivered to the Lender or the Debtor;
- (b) in the case of dispatch by registered mail, except during a postal disruption, actual or threatened, to have been duly given at 5:00 p.m. (local time of the Lender) on the third business day after the day the same was deposited in a governmental public post box or governmental post office; or
- (c) in the case of dispatch by facsimile or similar telecommunication device, to have been duly given on the same business day (if sent before 5:00 p.m.) and on the next business day after the day the same was sent by facsimile device.

8. Lender to Provide Statements

The Debtor expressly authorizes the Lender to provide any and all statements, copies and information as may be requested by any person from the Lender pursuant to the provisions of Section 18 of the PPSA.

9. Governing Law

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario. Reference to the governing statute shall be, where the context permits, to the PPSA as amended from time to time. To the extent that they are not inconsistent herewith, the definitions contained in the PPSA, Section 1, shall govern the interpretation of this Agreement.

10. Receipt of Agreement

The Debtor hereby acknowledges receipt of a true copy of this Agreement.

11. Assignment

The Lender has the unfettered right to assign this Agreement.

12. Registration

It is expressly acknowledged and agreed that for ease of administration, one or more financing statements may be filed pursuant to the PPSA of the Province of Ontario with respect to the this Agreement.

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13. Successors and Assigns

This Agreement may be assigned in whole or in part by the Lender to any person, firm or corporation without notice to or the consent of the Debtor, and if so assigned, the Debtor hereby agrees not to assert against any such assignee any defence or claim which the Debtor may have against the Lender in connection with this Agreement. This Agreement may not be assigned by the Debtor without the prior written consent of the Lender. This Agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns: "successors" includes any corporation resulting from the amalgamation of any corporation with another corporation.

IN WITNESS WHEREOF the Debtor has executed this Agreement on the day and year first above written.

Creative Wealth Media Finance Corp

Per: Jason Cloth



Accepted and agreed on this _____

LENDER

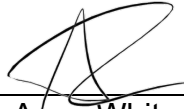
Per:

SCHEDULE "A"

Term Sheet

[see attached]

THIS IS **EXHIBIT "E"** REFERRED TO IN THE AFFIDAVIT
OF **JEFFREY W KROL** SWORN JULY 22, 2025.

A handwritten signature in black ink, appearing to be 'Anna White', written over a horizontal line.

Anna White

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

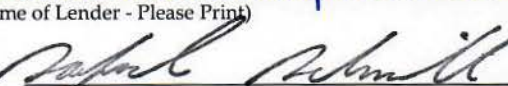
CREATIVE WEALTH MEDIA FINANCE CORP.
SECURED SERIES D LOAN COMMITMENT AGREEMENT – COVER PAGE

TO: CREATIVE WEALTH MEDIA FINANCE CORP. (the "Corporation")

The undersigned (hereinafter referred to as the "Lender") hereby agrees to provide a loan (the "Loan") to the Corporation in the amount set forth below upon and subject to the terms and conditions set forth in this Secured Loan Commitment Agreement and the attached "Terms and Conditions of the Secured Loan" document, including, without limitation, the representations, warranties, and covenants set forth in the applicable schedules attached hereto (collectively the "Loan Documents" or this "Loan Agreement" or this "Agreement"). The Lender further agrees that the Corporation may rely upon the Lender's representations, warranties, and covenants contained in the Loan Documents. **In addition to this face page, the Lender must also complete all of the applicable schedules attached hereto.**

LOAN AND LENDER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"><u>Schmidt Financial Group Defined Benefit Plan</u></div> <div>(Name of Lender - Please Print)</div> <div style="margin-top: 10px;"><div style="display: flex; align-items: center;"><div style="flex: 1;"><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div><div>By:</div></div><div style="flex: 1; text-align: center;">(Authorized Signature)</div></div><div style="border-bottom: 1px solid black; margin-bottom: 5px;"><u>Trustee</u></div><div>(Official Capacity or Title)</div><div style="border-bottom: 1px solid black; margin-bottom: 5px;"><u>Sanford Schmidt</u></div><div>(Please print name of individual whose signature appears above if different than the name of the Lender printed above.)</div><div style="border-bottom: 1px solid black; margin-bottom: 5px;"><u>450 Skokie Blvd., Ste. 507</u></div><div>(Address)</div><div style="border-bottom: 1px solid black; margin-bottom: 5px;"><u>Northbrook, IL 60062</u></div><div>(Address Cont.)</div><div style="border-bottom: 1px solid black; margin-bottom: 5px;"><u>847-897-7405</u></div><div>(Telephone Number)</div><div style="border-bottom: 1px solid black; margin-bottom: 5px;"><u>773-774-2601</u></div><div>(Fax Number)</div><div style="border-bottom: 1px solid black; margin-bottom: 5px;"><u>sandy@schmidtfinancial.com</u></div><div>(Email Address)</div></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"><u>\$100,000.00</u></div> <div>Amount of Loan Commitment:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>Subsequent Loan Commitment:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>If the Lender is signing as agent / trustee / fiduciary for a principal, complete the following and ensure that the applicable Exhibit(s) are completed on behalf of such principal.</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Name of Principal)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Principal's Address)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Principal's Address Cont.)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Telephone Number)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Fax Number)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>(Email Address)</div>
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Register the Loan as Set Forth Below:

SFG Defined Benefit Plan

(Name)

Schmidt Financial Group Defined Benefit Plan

(Account Reference, if Applicable)

450 Skokie Blvd., Ste. 507

(Address)

Northbrook, IL 60062

(Address Cont.)

26-1839548

SOCIAL INSURANCE NUMBER

Deliver the Loan as Set Forth Below:

☐ Same as Registered Address
(otherwise complete below)

(Company Name)

(Account Reference, if Applicable)

(Contact Name)

(Address)

(Address Cont.)

TO BE COMPLETED BY THE CORPORATION ONLY

The Corporation accepts the Loan on the terms and conditions of this Agreement for the following amount:

Date: Sept 24 2021

CREATIVE WEALTH MEDIA FINANCE CORP.

Per: Jason Cloth

Authorized Signing Officer

CEO

Official Capacity or Title



Signature

TOTAL NOTE FACILITY: 13,000,000 USD

TERMS AND CONDITIONS OF THE SERIES D SECURED LOAN

SECTION 1 Terms of the Loan - Security

A. The Loan shall form part of the "Series D" loan in the aggregate amount of up to \$13,000,000.00 USD as set forth in Schedule "A" attached hereto, the terms and conditions of which are set forth in the term sheet (the "**Term Sheet**") attached hereto as Schedule "A". The Loan shall rank in *pari passu* with other Series D loans accepted by the Corporation. The Loan, and any and all Subsequent Loans (as defined below), if any, shall be secured by the assets of the Corporation pursuant to a security agreement (the "**Security Agreement**"). The Lender hereby acknowledges and agrees that this Agreement forms an inter-lender agreement providing that each Series D loan will be registered under the PPSA pursuant to the security provided by the attached Security Agreement, and shall rank *pari passu* as against one another.

B. The Lender acknowledges that the Corporation has entered into term sheet agreements with the borrower (collectively, the "**Borrower**") (collectively, the "**Picture Term Sheet**") in respect of documentary pictures.

C. Pursuant to the terms of the Picture Term Sheets (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments), the Corporation has extended and/or will extend from time to time loans, advances, equity investments and other financial accommodations to the Borrowers upon certain collateral security including the present and future accounts of the Borrowers.

D. Lender agrees to advance the Loan to the Corporation, upon the terms and conditions set forth herein, in order for the Corporation to fulfil its financing obligations in respect of the Pictures in accordance with the terms set forth in the Picture Term Sheets.

SECTION 2 Interest

A. **Interest:** The principal amount of the Loan remaining from time to time unpaid and outstanding shall bear interest from the date of Closing to and including the date of repayment in full, both before and after default, demand, maturity, and judgement at the rate and payable as set forth in the Term Sheet. Interest shall not be less than a minimum of 5% of the total principle invested.

SECTION 3 Maturity

The principal amount of the Loan shall become due and payable in full on that date that is indicated in Schedule A.

SECTION 4 Subsequent Loans

Each subsequent loan (each a "**Subsequent Loan**") provided by the Lender will be subject to the same terms and conditions and security provided for herein. All Subsequent Loans will be added to the outstanding amount of the Loan and evidenced by a contract note reflecting the specific term of such Subsequent Loan.

SECTION 5 Closing

Closing ("**Closing**") shall occur on the date that the Lender provides the amount of the Loan to the Corporation by way of certified cheque, bank draft or wire transfer or such other method of payment acceptable to the Corporation, or such other date and time as may be determined by the Corporation.

SECTION 6 Conditions of Closing

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, acknowledges that the acceptance of the Loan as contemplated by this Agreement is subject to, among other things, the following conditions being fulfilled or performed on or before Closing, which conditions are for the exclusive benefit of the Corporation and may be waived, in whole or in part, by the Corporation in its sole discretion:

- (a) The Lender agreeing to execute and deliver to the Corporation all reports, undertakings or other documents required under Applicable Securities Laws in connection with this Loan;
- (b) The representations and warranties of the Lender having been true and correct as of the date of this Agreement and being true and correct at Closing; and
- (c) All documentation relating to the offer of this Loan in form and substance satisfactory to the Corporation.

SECTION 7 Acknowledgments of the Lender

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, acknowledges that:

- (a) **A LOAN ADVANCED TO THE CORPORATION PURSUANT TO THE TERMS AND CONDITIONS AND SECURED BY THE SECURITY AGREEMENT IS NOT WITHOUT RISK AND THE LENDER (AND ANY DISCLOSED BENEFICIAL LENDER) MAY LOSE HIS, HER OR ITS ENTIRE LOAN;**
- (b) The Corporation may complete additional financings or borrowings in the future in order to develop the business of the Corporation and fund its ongoing development, and such future financings may affect the Lender's rights hereunder but there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Corporation may be unable to fund its ongoing development;
- (c) The Corporation has the right to accept or reject the Lender's Loan in whole or in part. If the commitment is rejected in whole or in part, all or a portion of the Loan amount, as the case may be, will be promptly delivered to the Lender, without interest.

SECTION 8 Representations and Warranties of the Lender

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, represents and warrants as follows to the Corporation at the date of this Agreement and at Closing and acknowledges and confirms that the Corporation is relying on such representations and warranties in connection with the Loan:

- (a) **THE LENDER HAS KNOWLEDGE IN FINANCIAL AND BUSINESS AFFAIRS, IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS LOAN TO THE CORPORATION, AND IS ABLE TO BEAR THE ECONOMIC RISK OF SUCH LOAN EVEN IF THE ENTIRE LOAN AMOUNT IS LOST;**
- (b) This loan has not been made through, or as a result of, and is not being accompanied by, (i) a general solicitation, (ii) any advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or (iii) any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (c) None of the funds that the Lender is committing to lend to the corporation are to the knowledge of the Lender, proceeds obtained or derived, directly or indirectly, as a result of illegal activities;

- (d) If the Lender is an individual, he or she is of legal age and is legally competent to execute, deliver and perform his or her obligations under this Agreement. If the Lender is not an individual, (i) it has the legal capacity and competence to execute, deliver and perform its obligations under this Agreement; and (ii) the execution and delivery of and performance by the Lender of this Agreement have been authorized by all necessary corporate or other action on the part of the Lender;
- (e) If the Lender is committing on its own behalf, this Agreement has been duly executed and delivered by the Lender, and constitutes a legal, valid and binding agreement of the Lender enforceable against him, her or it in accordance with its terms;
- (f) If the Lender is acting for a Disclosed Beneficial Lender, the Lender is duly authorized to execute and deliver this Agreement and all other documentation in connection with the commitment on behalf of the Disclosed Beneficial Lender. This Agreement has been duly authorized, executed and delivered by or on behalf of such Disclosed Beneficial Lender and constitutes a legal, valid and binding agreement of such Disclosed Beneficial Lender enforceable against him, her or it in accordance with its terms;
- (g) The execution and delivery of and performance by the Lender (and any Disclosed Beneficial Lender) of this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event of condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under any of the terms or provisions of the Lender's (and any such Disclosed Beneficial Lender's) constating documents or by-laws, if applicable, or any other contract, agreement, instrument, undertaking or covenant to which the Lender (and any Disclosed Beneficial Lender) is a party or by which it is bound; and
- (h) The Lender (and the Disclosed Beneficial Lender) has obtained such legal and tax advice as it considers appropriate in connection with the Loan and the execution, delivery and performance by it of this Agreement and the transactions contemplated by this Agreement. The Lender (and the Disclosed Beneficial Lender) is not relying on the Corporation, its affiliates or counsel to any of them in this regard.
- (i) The Lender is an "accredited investor" within the meaning of National Instrument 45-106 and agrees to execute the Accredited Investor Status Certificate attached hereto at Schedule "E".
- (j) Lender has received, or has been given the reasonable opportunity to receive, independent legal advice in respect of this Agreement.

SECTION 9 Covenants of the Lender

The Lender (and any Disclosed Beneficial Lender) will execute, deliver, file and otherwise assist the Corporation in filing any reports, undertakings and other documents required in connection with the Loan.

SECTION 10 Representations and Warranties of the Corporation

The Corporation represents and warrants as follows to the Lender at the date of this Agreement and at Closing and acknowledges and confirms that the Lender is relying upon such representations and warranties in connection with the Loan:

- a) The Corporation is duly incorporated, organized, validly existing and in good standing under the laws of the Province of Ontario. The Corporation is duly qualified and in good standing in all jurisdictions where the failure to so qualify would have a material adverse effect on the business or condition, financial or otherwise of the Corporation;

- b) The Borrower has full corporate right, power and authority to enter into this Agreement. The Borrower has full corporate power and authority to own, operate and carry on its business as now conducted;
- c) Neither the execution and delivery of this Agreement or the documents related hereto nor the consummation of this loan transaction nor compliance with the terms, conditions and provisions hereof or thereof will conflict with or result in a breach of any of the terms, conditions or provisions of the charter documents or bylaws of the Corporation, any law, rule or regulation having the force of law; any contractual restriction binding on or affecting the Corporation; or any writ, judgment, injunction, determination or award which is binding on the Corporation; or result in, or require the imposition of any lien upon or with respect to the properties now owned or hereafter acquired by the Corporation, under any contractual provision binding on or affecting the Corporation;
- d) The execution and delivery of this Agreement and the consummation by the Corporation of the transactions herein contemplated have been duly authorized by all necessary corporate action of the Corporation, and no authorization, consent, approval, licence or exemption under any applicable law, rule or regulation having the force of law, and no registration, qualification, designation, declaration or filing with any official body, is or was necessary therefor;
- e) This Agreement, and the documents related hereto have been duly executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against it in accordance with the terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- f) The Corporation is not in default in any material respect under any material indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it or any of its property may be bound; and
- g) The Corporation owns all of the properties and assets that it purports to own. All agreements by which the Corporation holds an interest in a property or asset are in good standing in all material respects according to their terms.

The Corporation agrees that the Lender is entitled to the benefit of all representations, warranties and covenants of the Corporation. The representations, warranties and covenants of the Corporation contained in this Agreement, together with such changes as are necessary in order to reflect that they are being made by the Corporation to the Lender

SECTION 11 Covenants of the Borrower

During the Term of the Loan the Corporation Shall:

- (a) ensure that all amounts that may rank in priority to the security are paid in full and on time;
- (b) report any material adverse change in the business of the Corporation to the lender immediately following the occurrence; and
- (c) immediately pay over to the Lender the full amount owing under the terms of this Agreement received by the Corporation upon any sale of the shares in the Corporation.

SECTION 12 Survival

The representations, warranties, acknowledgements and covenants contained in this Agreement and any certificate or document delivered pursuant to or in connection with this Agreement will survive Closing and continue in full force and effect for a period of two years.

SECTION 13 Beneficial Lenders

Whether or not explicitly stated in this Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Lender in this Agreement, including the schedules will be treated as if made by the Disclosed Beneficial Lender, if any.

SECTION 14 Schedules

The following Schedules are incorporated into and form an integral part of this Agreement, and any reference to this Agreement includes the Schedules:

Schedule "A"	Term Sheet for the Loan
Schedule "B"	Payment Information
Schedule "C"	General Security Agreement
Schedule "D"	Bron Life Documentary List

SECTION 15 Interpretation

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the Agreement's interpretation. All references in this Agreement to dollars or to "\$" are to the currency of the **United States of America**, unless otherwise specifically indicated. In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of".

SECTION 16 Assignment

This Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators and legal representatives. This Agreement is not transferable or assignable by any party to it.

SECTION 17 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by it and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

SECTION 18 Time of Essence

Time is of the essence in this Agreement.

SECTION 19 Governing Law

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Lender, (and any Disclosed Beneficial Lender), irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

Ontario with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

SECTION 20 Language of Documents

It is the express wish of the parties to this Agreement that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue Anglais.

SECTION 21 Execution by Facsimile and Counterparts

This Agreement including the schedules may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

[SIGNATURE PAGE TO FOLLOW]

DATED at IL as of this 10th day of September, 2021

Lender: Schmidt Financial Group Defined Benefit Plan

CREATIVE WEALTH MEDIA FINANCE
CORP.

Per: Sanford Schmidt, TTEE

Per: Jason Cloth

Signature: 

Signature: 

Account Holders Wire Transfer Instructions For Interest Payments

Beneficiary: Schmidt Financial Group Defined Benefit Plan
Address: 450 Skokie Blvd., Ste. 507, Northbrook, IL 60062

Bank: Citibank N.A.
Address: 399 Park Ave., New York, NY 10022
Transit:
SWIFT: CITIUS33
Account: 4060-7595
Routing:

Acct. Name: Charles Schwab & Co. Inc.

For Further Credit: Schmidt Financial Group Defined Benefit Plan Acct. # 7300-9695

SCHEDULE "A"

TERM SHEET

CREATIVE WEALTH MEDIA FINANCE CORP

SECURED LOAN

SERIES "D"

Borrower:	Creative Wealth Media Finance Corp (the " Borrower ").
Lender:	As written on the Cover Sheet of this Loan Agreement.
Total Raise:	Up to \$13,000,000 USD.
Use of Funds:	To provide the Borrower with capital to support Bron Life Documentary Financing.
Interest Rate:	Minimum 20% annualized interest to be paid as 1% per month, balance at Maturity Date.
Maturity:	Maturity on or before 12 Months from disbursement date (the " Maturity Date ").
Repayment of Loan:	Borrower shall repay the entire Loan on or before the date that is the Maturity Date.
Closing Date:	Continuous.
Penalty Interest:	Until fully repaid, the loan will bear interest at a rate of 1% per month post the Maturity Date until the Loan is fully repaid.
Subsequent Loans:	Each subsequent loan provided by the Lender will be subject to the same terms and conditions and security provided for herein. All subsequent loans will be added to the outstanding amount of the Loan and evidenced by a contract note reflecting the specific term of such subsequent loan.

SCHEDULE "B"
PAYMENT INFORMATION

Funds may be included with the executed Loan Agreement by certified cheque or bank draft payable to CREATIVE WEALTH MEDIA FINANCE CORP., 151 Bloor St West, Suite 700, Toronto, Ontario M5S 1S4 or wired in immediately available funds to Creative Wealth Media Finance Corp. as follows:

US FUNDS:

Bank:	Toronto Dominion Bank
Address:	2453 Yonge St., Toronto, Ontario, M4P 2H6
Transit #:	00572 ABA 0004 00572
Bank #:	004 Swift TDOMCATTOR
Account Name:	Creative Wealth Media Finance Corp.
USD Account #:	7301467
Office Address:	151 Bloor St West Suite 700 Toronto, Ontario M5S 1S4 Tel: 416-410-6423

SCHEDULE “C”
GENERAL SECURITY AGREEMENT

[see attached]

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made as of the September 10, 2021.

B E T W E E N:

CREATIVE WEALTH MEDIA FINANCE CORP, a corporation duly incorporated in Ontario, Canada with principal offices at 151 Bloor St West, Suite 700, Toronto, Ontario (hereinafter called the "Debtor")

- and -

Schmidt Financial Group
Defined Benefit Plan (hereinafter called the "Lender")

REFERENCE IS MADE to a Subscription Agreement Series B term sheet (the "Term Sheet", attached hereto as "Schedule A") setting out the principal terms upon which a loan in the amount of USD \$ 100,000.00 (the "Loan") is, has been or shall be issued to **CREATIVE WEALTH MEDIA FINANCE CORP** (the "Borrower") by SEI Defined Benefit Plan (the "Lender"). The terms and conditions are set forth below and in accordance with the Term Sheet, this General Security Agreement hereto as Schedule "C".

1. Grant of Security Interest

As a general and continuing security for the payment of all obligations, indebtedness and liabilities of the Debtor to the Lender whether incurred prior to, at the time of or subsequent to the execution hereof, including extensions or renewals, and all other liabilities of the Debtor to the Lender, direct or indirect, wheresoever and howsoever incurred and any ultimate unpaid balance thereof, including, without restricting the generality of the foregoing, advances to the Debtor under fixed or revolving credits established from time to time, and the obligations and liabilities of the Debtor under any contract of guarantee now or hereafter in existence whereby the Debtor guarantees payment of the debts, liabilities and obligations of a third party to the Lender, the Debtor hereby grants to the Lender a continuing security interest in all of the Debtor's property, assets and undertaking of any kind or nature, now owned or after acquired including, without limitation, the following described property (hereinafter collectively called the "Collateral"):

(a) Accounts:

all debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Debtor, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of such debts, claims, monies and choses in action or any part thereof, and also all books and papers recording, evidencing or relating to such debts, accounts, claims, monies and choses in action or any part thereof (all of the foregoing being hereinafter called the "accounts");

(b) Inventory:

all inventory of whatever kind and wherever situated now owned or hereafter acquired or reacquired by the Debtor including, without limiting the generality of the foregoing, all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor, and goods used in or procured for packing (all of the foregoing being called the "inventory");

(c) Equipment:

all machinery, equipment, goods and other tangible personal property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraphs (a) and (b) above, including, without limiting the generality of the foregoing, machinery, fixtures, furniture, plant, vehicles of any sort or description and all spare parts and accessories installed in or affixed or attached or appertaining to any of the foregoing and which are not consumer goods as defined in the *Personal Property Security Act* of the Province of Ontario (the "PPSA"), and all drawings, specifications, plans and manuals relating thereto (all of which is hereinafter called the "equipment");

(d) Chattel Paper:

all present and future agreements made between the Debtor as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods (all of which is herein called the "chattel paper");

(e) Instruments:

all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act* (Canada)), and all other writings that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without necessary endorsement or assignment (all of which of the foregoing being hereinafter called the "instruments");

(f) Intangibles:

all intangible property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraph (a) above including, without limiting the generality of the foregoing, all contractual rights, licenses, goodwill, patents, trade marks, trade names, copyrights, industrial designs and other industrial property, confidential information, trade secrets, know-how, inventions, processes, concepts, business opportunities, compilations of data, computer codes in either source code and object code, computer programs, software, marketing strategies and all other intellectual property, including any registrations and applications for registration of the foregoing (all of which are hereinafter called the "Intangibles");

(g) Leases:

all of the Debtor's right and interest in and to all leases, leasehold interests, tenancies and rights of occupation or possession of real estate or personal property now owned or hereafter held and owned by the Debtor, including all such rights and interests in respect

of which the Debtor is landlord or lessor together with the benefit of the covenants, agreements, privileges and rights of the Debtor pertaining to such interests (all of which are hereinafter called the "leases"); provided, however, that the last day of the term of any lease is specifically excepted from the security interest created hereby, but the Debtor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Debtor;

(h) Money:

all present and future money of the Debtor, whether authorized or adopted by the Parliament of Canada as part of its currency or any foreign government as part of its currency (all of the foregoing being referred to as the "money");

(i) Documents of Title:

all warehouse receipts, bills of lading and other documents of title, whether negotiable or otherwise, now or hereafter owned by the Debtor (all of which is hereinafter called the "documents of title");

(j) Books, Records, etc.:

all books and papers regarding, evidencing or relating to the above mentioned accounts, chattel paper or documents of title, and all securities, bills, notes, instruments, writings and other documents now or hereafter held or owned by the Debtor or anyone on behalf of the Debtor with respect to the above mentioned accounts, chattel paper or documents of title (all of which is hereinafter called the "records");

(k) Securities:

all shares, stocks, warrants, bonds, debentures, debenture stock or other securities now or hereafter owned by the Debtor together with renewals thereof, substitutions therefor, accretions thereto and all rights and claims in respect thereof (all of which is hereinafter called the "securities");

(l) Undertaking:

all present and future personal property, business and undertaking of the Debtor not being accounts, inventory, equipment, chattel paper, instruments, intangibles, leases, money, documents of title, records and securities (all of which is hereinafter called the "undertaking");

(m) Proceeds:

identifiable or traceable personal property in any form derived directly or indirectly from any dealing with the property described in (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) and (l) or the proceeds therefrom, including any payment representing indemnity or compensation for loss of or damage to such property or proceeds therefrom (all of which is hereinafter called the "proceeds").

For greater certainty, the security interest created hereby shall be operative as a present, attached, fixed and specific assignment, mortgage and charge of and security interest in any and all of the

Collateral now owned by the Debtor and, with respect to any and all of the Collateral acquired by the Debtor after the date hereof, shall be operative as a present, specific assignment, mortgage and charge of and security interest in such Collateral which shall attach as a fixed and specific mortgage and charge of and security interest in such Collateral as of the moment the Debtor acquires any rights or interests therein. The security interest created hereby shall not be interpreted or construed as a floating charge and the Debtor's rights to deal with the Collateral without the consent of the Lender are restricted to those rights specifically granted by paragraph 4(a) (which paragraph is intended solely as an incorporation and elaboration of Subsection 28(1) of the PPSA) and paragraph 4(b) hereof.

Without limiting the generality of the description of Collateral set out above, the Collateral shall include all present and future personal property of the Debtor located on or about or in transit to or from the address of the Debtor and all other present and future personal property of the Debtor. The Debtor agrees to promptly inform the Lender in writing of the acquisition by the Debtor of any personal property which is not of the nature or type described herein, and the Debtor agrees to execute and deliver at its own expense from time to time amendments to this Agreement or additional security agreements as may be reasonably required by the Lender in order that the security interest created hereunder shall attach to such personal property.

The parties acknowledge that value has been given, that the Debtor has rights in the Collateral, and the parties have not agreed to postpone the time for attachment of the security interest created hereby.

2. **Debtor's Representations and Warranties**

The Debtor hereby represents, warrants and agrees with the Lender as follows:

- (a) That the security interest granted hereby the Debtor, all Collateral acquired after the date hereof will be the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and agrees that it will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
- (b) The Debtor will not during the currency of this Agreement, without the consent of the Lender, give any further or other security agreement covering the Collateral to any party other than the Lender which may subordinate the security interest of the Lender thereto and no financing statement (other than any which may be filed on behalf of the Lender) covering any of the Collateral is now or will be on file in any public office while this security agreement remains outstanding, except for Permitted Encumbrances.
- (c) The Debtor's chief executive office and principal place of business, and the location of the office where it keeps its records respecting the accounts, is that set out above. If the Debtor changes its chief executive office and principal place of business it will promptly notify the Lender. The place where any notices required to be given to the Debtor under the PPSA are to be sent is the chief executive office and principal place of business set out above.
- (d) The Debtor shall from time to time forthwith on request furnish to the Lender in writing all information requested relating to the Collateral and the Lender shall be entitled from time to time to inspect the Collateral and to take temporary

custody of and make copies of all documents relating to accounts and for such purposes the Lender shall have access to all premises occupied by the Debtor or where the Collateral or any of it may be found.

- (e) The Debtor shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Lender of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtor hereby constitutes and appoints any officer of the Lender or any other person designated by the Lender, or any receiver appointed by the Court or the Lender as hereafter set out, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (f) The Debtor shall keep the inventory and equipment insured against loss by fire and such other risks as the Lender may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. The Debtor shall also obtain business interruption insurance of a value satisfactory to the Lender. All policies of insurance and the proceeds thereof will be held in trust by the Debtor for the benefit of the Lender under the provisions of this Agreement. If the Debtor neglects to provide such insurance, the Lender may obtain the same and charge the premiums therefor to the Debtor, together with interest at the highest rate currently charged to the Debtor under its obligations to the Lender at the date of payment of the premium by the Lender.
- (g) The Debtor has full power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Agreement.
- (h) There is no litigation, tax claim, proceeding or dispute pending, or, to the knowledge of the Debtor, threatened, against or affecting the Debtor or its property, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or under any other instrument or agreement required hereunder.
- (i) The Debtor shall provide notification to the Lender promptly of:
 - (i) any material change in the information contained herein relating to the Debtor, its business or the Collateral, its addresses or locations of business;
 - (ii) the details of any material acquisition of the Collateral;
 - (iii) the details of any claims or litigation affecting materially the Debtor or the Collateral;
 - (iv) any material loss of or damage to the Collateral; and

- (v) the return to or repossession by the Debtor of the Collateral where such return or repossession of the Collateral is material in relation to the business of the Debtor.
- (j) The Debtor agrees to deliver to the Lender from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral; and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Lender may reasonably request.
- (k) Subject to compliance with the Debtor's covenants contained herein, the Debtor may, until default, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof, provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.
- (l) Subject to any applicable requirements of the PPSA, all monies collected or received by the Lender pursuant to or in exercise of any right he possesses with respect to the Collateral shall be applied on account of indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.
- (m) That the Collateral does not include any goods which are used or acquired by the Debtor for use primarily for personal, family or household purposes.
- (n) The Debtor shall pay all expenses, including solicitors' and receivers' fees and disbursements incurred by the Lender or its agents (including any Receiver, as herein defined) in connection with the preparation, perfection, preservation and enforcement of this Agreement; including all expenses incurred by the Lender or such agents in dealing with other creditors of the Debtor in connection with the establishment and confirmation of the priority of the security interest created

hereby; all of which expenses shall be payable forthwith upon demand and shall form part of the obligations secured hereby.

- (o) The Debtor shall not, directly or indirectly, sell, lease, transfer, assign or otherwise dispose of all or substantially all of its property and assets as an entirety to any other entity, and shall not consolidate, amalgamate, or merge with or into any other corporation (any such other entity or corporation being herein referred to as a "successor corporation") without the prior written consent of the Lender, not to be unreasonably withheld or delayed, and unless the successor corporation shall execute, prior to or contemporaneously with the consummation of any such transaction, an instrument to evidence the assumption by the successor corporation of the Debtor's obligations under this Agreement and its agreement to observe and perform all the covenants and obligations of the Debtor under this Agreement.
- (p) The Debtor shall deliver to the Lender written notice of any intention on the part of the Debtor to change its name not later than five (5) business days prior to such change of name becoming effective, and shall provide the Lender with a certified copy of the articles of amendment effecting such change within five (5) business days of its occurrence.

3. **Lender's Remedies**

In the event that the Debtor makes default in the payment of any amount of principal or interest owing to the Lender or fails to perform any of the covenants and agreements herein or contained in any other agreement between the Debtor and the Lender, the security hereby granted shall become immediately enforceable, the Lender shall, in addition to the rights and remedies specifically provided herein, have the rights and remedies of a secured party under the PPSA, and:

- (a) The Lender may, in addition to any other rights, appoint by instrument in writing a receiver or receiver and manager (hereinafter referred to as the "Receiver") of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Where the Lender is referred to in this Agreement the term shall, where the context permits, include any Receiver so appointed and the officers, employees, servants or agents of such Receiver.
- (b) The Debtor will forthwith upon demand assemble and deliver to the Lender possession of all of the Collateral at such place as may be specified by the Lender. In any event, at its option, the Lender may take such steps as he considers necessary or desirable to enter into or obtain possession of all or any part of the Collateral, including proceedings in any court of competent jurisdiction, and to that end the Debtor agrees that the Lender may by its servants, agents or Receiver at any time during the day or night enter upon lands and premises, and if necessary break into houses, buildings and enclosures of the Debtor or relating to the Debtor's business where the Collateral may be found for the purpose of taking possession of or removing the Collateral or any part thereof.
- (c) The Lender may seize, collect, realize, sell, borrow money on the security of, release to third parties or otherwise deal with the Collateral or any part thereof in

such manner, upon such terms and conditions and at such time or times as may seem to him advisable and without notice to the Debtor (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advices and services, and receivers' and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral, may add the amount of such sums to the indebtedness of the Debtor and all such sums shall be secured hereby.

- (d) At its option, to be notified to the Debtor in the manner provided by the governing statute, the Lender may elect to retain all or any part of the Collateral in satisfaction of the obligations to him of the Debtor to the extent permitted by applicable securities laws.
- (e) The Lender shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or for the purpose of preserving any rights of the Lender, the Debtor or any other person, firm or corporation in respect of same.
- (f) The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Lender may see fit without prejudice to the liability of the Debtor or the Lender's right to hold and realize the Collateral.
- (g) All monies collected or received by the Lender in respect of the Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Lender seems best or may be held unappropriated in a collateral account or in the discretion of the Lender may be released to the Debtor, all without prejudice to the Lender's claims upon the Debtor. If the monies collected by or received by the Lender in respect of the Collateral are not sufficient to satisfy all obligations and liability of the Debtor to the Lender, the Debtor shall remain responsible to the Lender for any deficiency, and the Lender shall be entitled to claim such amount and all interest and costs associated therewith from the Debtor.
- (h) In the event of the Lender taking possession of the Collateral or any part thereof in accordance with the provisions of this Agreement, the Lender shall have the right to maintain the same upon the premises on which the Collateral may then be situate, and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary premises for the proper maintaining, housing and protection of the Collateral and for its servant or servants, assistant or assistants, and the Debtor covenants and agrees to provide the same without cost or expense to the Lender until such time as the Lender shall determine in its discretion to remove, sell or otherwise dispose of the Collateral so taken possession of by it as aforesaid.

- (i) To facilitate the realization of the Collateral the Lender may carry on or concur in the carrying on of all or any part of the business of the Debtor and may to the exclusion of all others, including the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by the Debtor and use all or any of the tools, machinery and equipment of the Debtor for such time as the Lender sees fit, free of charge, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product, and the Lender shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions.
- (j) The Lender may, if he deems it necessary for the proper realization of all or any part of the Collateral, pay any encumbrance, lien, claim or charge that may exist or be threatened against the same and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the obligations of the Debtor to the Lender as hereby secured, and shall bear interest at the highest rate currently charged to the Debtor under its obligations to the Lender at the date of payment thereof by the Lender.
- (k) If after all the expenses of the Lender in connection with the preservation and realization of the Collateral as above described shall have been satisfied and all obligations, including contingent obligations, of the Debtor to the Lender shall have been satisfied and paid in full together with interest, any balance of monies in the hands of the Lender arising out of the realization of the Collateral, shall be paid to any person other than the Debtor whom the Lender knows to be the owner of the Collateral, and in the absence of such knowledge, such balance shall be paid to the Debtor.
- (l) The Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper, whether Collateral or proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.
- (m) Unless the Collateral in question is perishable or unless the Lender believes on reasonable grounds that the Collateral in question will decline rapidly in value, the Lender will give the Debtor such notice of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made, as may be required by the PPSA.
- (n) The Receiver shall for all purposes be deemed to be the agent of the Debtor.
- (o) The Lender, in appointing or refraining from appointing a Receiver shall not incur any liability to the Receiver, the Debtor or otherwise.

4.

Dealing with Collateral by the Debtor

- (a) Subject to compliance with the Debtor's covenants contained herein, the Debtor in the ordinary course of its business may, until default, sell items of inventory,

so that the purchaser thereof takes title clear of the security interest hereby created as provided by PPSA, S. 28(1), but if such sale results in an account, such account is subject to the security interest hereby created.

- (b) In the event that the Debtor shall collect or receive any of the accounts or shall dispose of and be paid for any of the other Collateral covered by this Agreement, all non-cash proceeds of such disposition shall be subject to the security interest hereby created and all accounts or monies so collected or received by the Debtor shall be received as trustee for the Lender and shall be held separate and apart from other monies of the Debtor, and shall forthwith be paid over to the Lender.

5. **Location of Collateral**

The Collateral insofar as it consists of tangible property is now and will hereafter be kept at 151 Bloor St West, Suite 700, Toronto, Ontario M5S 1S4.

6. **Continued Agreements**

This Agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest in all or part of the Collateral, and whether heretofore or hereafter made, and the terms of such other agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties. Notwithstanding the foregoing, this Agreement shall supersede any prior General Security Agreements issued by the Debtor in favour of the Lender.

7. **Notice**

Any notice or communication given or required to be given to any of the Lender or the Debtor shall be in writing and may be delivered, mailed by registered mail, or sent by facsimile:

If To Borrower: Creative Wealth Media Finance Corp 151 Bloor
St West, Suite 700, Toronto, Ontario M5S 1S4
Attention: Jason Cloth

If To Lender:

or to such other address as such party may have by notice in writing furnished to the party seeking or desiring to give notice as a place for the giving of notice, shall be deemed:

- (a) in the case of delivery to have been duly given when the same is personally delivered to the Lender or the Debtor;
- (b) in the case of dispatch by registered mail, except during a postal disruption, actual or threatened, to have been duly given at 5:00 p.m. (local time of the Lender) on the third business day after the day the same was deposited in a governmental public post box or governmental post office; or
- (c) in the case of dispatch by facsimile or similar telecommunication device, to have been duly given on the same business day (if sent before 5:00 p.m.) and on the next business day after the day the same was sent by facsimile device.

8. **Lender to Provide Statements**

The Debtor expressly authorizes the Lender to provide any and all statements, copies and information as may be requested by any person from the Lender pursuant to the provisions of Section 18 of the PPSA.

9. **Governing Law**

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario. Reference to the governing statute shall be, where the context permits, to the PPSA as amended from time to time. To the extent that they are not inconsistent herewith, the definitions contained in the PPSA, Section 1, shall govern the interpretation of this Agreement.

10. **Receipt of Agreement**

The Debtor hereby acknowledges receipt of a true copy of this Agreement.

11. **Assignment**

The Lender has the unfettered right to assign this Agreement.

12. **Registration**

It is expressly acknowledged and agreed that for ease of administration, one or more financing statements may be filed pursuant to the PPSA of the Province of Ontario with respect to the this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

13. **Successors and Assigns**

This Agreement may be assigned in whole or in part by the Lender to any person, firm or corporation without notice to or the consent of the Debtor, and if so assigned, the Debtor hereby agrees not to assert against any such assignee any defence or claim which the Debtor may have against the Lender in connection with this Agreement. This Agreement may not be assigned by the Debtor without the prior written consent of the Lender. This Agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns: "successors" includes any corporation resulting from the amalgamation of any corporation with another corporation.

IN WITNESS WHEREOF the Debtor has executed this Agreement on the day and year first above written.

Creative Wealth Media Finance Corp
Per: Jason Cloth

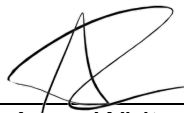


Accepted and agreed on this 09/10/2021

Lender **Schmidt Financial Group Defined Benefit Plan**
Per: **Sanford Schmidt, Trustee**



THIS IS **EXHIBIT "F"** REFERRED TO IN THE AFFIDAVIT
OF **JEFFREY W KROL** SWORN JULY 22, 2025.

A handwritten signature in black ink, appearing to be 'Anna White', written over a horizontal line.

Anna White

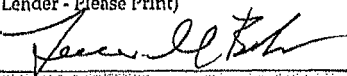
*Commissioner for Taking Affidavits
(or as may be)*

TO: CREATIVE WEALTH MEDIA FINANCE CORP. (the "Corporation")

LOAN AND LENDER INFORMATION

Lawrence Bober CPA LLC Defined Benefit Plan

(Name of Lender - Please Print)

By: ☒ 

(Authorized Signature)

Trustee

(Official Capacity or Title)

Lawrence Bober

(Please print name of individual whose signature appears above if different than the name of the Lender printed above.)

1699 Pebble Way

(Address)

Vernon Hills, IL. 60061

(Address Cont.)

847-800-6900

(Telephone Number)

(Fax Number)

LBober@fgmk.com

(Email Address)

(Email Address)

Register the Loan as Set Forth Below:

Lawrence Bober CPA LLC Defined Benefit Plan
(Name)

(Account Reference, if Applicable)

1699 Pebble Beach Way
(Address)

Vernon Hills, IL. 60061
(Address Cont.)

46-4414553
SOCIAL INSURANCE NUMBER

Deliver the Loan as Set Forth Below:

☐ Same as Registered Address
(otherwise complete below)

(Company Name)

(Account Reference, if Applicable)

(Contact Name)

(Address)


(Address Cont.)

TO BE COMPLETED BY THE CORPORATION ONLY

The Corporation accepts the Loan on the terms and conditions of this Agreement for the following amount:

Date: August 29 2022

CREATIVE WEALTH MEDIA FINANCE CORP.

Per: Jason Cloth
Authorized Signing Officer
CEO
Official Capacity or Title

Signature

TOTAL NOTE FACILITY: \$10,500,000 USD

TERMS AND CONDITIONS OF THE SERIES D SECURED LOAN

SECTION 1 Terms of the Loan - Security

A. The Loan shall form part of the "Series F" loan in the aggregate amount of up to \$10,500,000.00 USD as set forth in Schedule "A" attached hereto, the terms and conditions of which are set forth in the term sheet (the "**Term Sheet**") attached hereto as Schedule "A". The Loan shall rank in *pari passu* with other Series F loans accepted by the Corporation. The Loan, and any and all Subsequent Loans (as defined below), if any, shall be secured by the assets of the Corporation pursuant to a security agreement (the "**Security Agreement**"). The Lender hereby acknowledges and agrees that this Agreement forms an inter-lender agreement providing that each Series F loan will be registered under the PPSA pursuant to the security provided by the attached Security Agreement, and shall rank *pari passu* as against one another.

B. The Lender acknowledges that the Corporation has entered into term sheet agreements with the borrower (collectively, the "**Borrower**") (collectively, the "**Picture Term Sheet**") in respect of documentary pictures.

C. Pursuant to the terms of the Picture Term Sheets (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments), the Corporation has extended and/or will extend from time to time loans, advances, equity investments and other financial accommodations to the Borrowers upon certain collateral security including the present and future accounts of the Borrowers.

D. Lender agrees to advance the Loan to the Corporation, upon the terms and conditions set forth herein, in order for the Corporation to fulfil its financing obligations in respect of the Pictures in accordance with the terms set forth in the Picture Term Sheets.

SECTION 2 Interest

A. **Interest:** The principal amount of the Loan remaining from time to time unpaid and outstanding shall bear interest from the date of Closing to and including the date of repayment in full, both before and after default, demand, maturity, and judgement at the rate and payable as set forth in the Term Sheet. Interest shall not be less than a minimum of 5% of the total principle invested.

SECTION 3 Maturity

The principal amount of the Loan shall become due and payable in full on that date that is indicated in Schedule A.

SECTION 4 Subsequent Loans

Each subsequent loan (each a "**Subsequent Loan**") provided by the Lender will be subject to the same terms and conditions and security provided for herein. All Subsequent Loans will be added to the outstanding amount of the Loan and evidenced by a contract note reflecting the specific term of such Subsequent Loan.

SECTION 5 Closing

Closing ("**Closing**") shall occur on the date that the Lender provides the amount of the Loan to the Corporation by way of certified cheque, bank draft or wire transfer or such other method of payment acceptable to the Corporation, or such other date and time as may be determined by the Corporation.

SECTION 6 Conditions of Closing

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, acknowledges that the acceptance of the Loan as contemplated by this Agreement is subject to, among other things, the following conditions being fulfilled or performed on or before Closing, which conditions are for the exclusive benefit of the Corporation and may be waived, in whole or in part, by the Corporation in its sole discretion:

- (a) The Lender agreeing to execute and deliver to the Corporation all reports, undertakings or other documents required under Applicable Securities Laws in connection with this Loan;
- (b) The representations and warranties of the Lender having been true and correct as of the date of this Agreement and being true and correct at Closing; and
- (c) All documentation relating to the offer of this Loan in form and substance satisfactory to the Corporation.

SECTION 7 Acknowledgments of the Lender

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, acknowledges that:

- (a) **A LOAN ADVANCED TO THE CORPORATION PURSUANT TO THE TERMS AND CONDITIONS AND SECURED BY THE SECURITY AGREEMENT IS NOT WITHOUT RISK AND THE LENDER (AND ANY DISCLOSED BENEFICIAL LENDER) MAY LOSE HIS, HER OR ITS ENTIRE LOAN;**
- (b) The Corporation may complete additional financings or borrowings in the future in order to develop the business of the Corporation and fund its ongoing development, and such future financings may affect the Lender's rights hereunder but there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Corporation may be unable to fund its ongoing development;
- (c) The Corporation has the right to accept or reject the Lender's Loan in whole or in part. If the commitment is rejected in whole or in part, all or a portion of the Loan amount, as the case may be, will be promptly delivered to the Lender, without interest.

SECTION 8 Representations and Warranties of the Lender

The Lender, on its own behalf or on the behalf of the Disclosed Beneficial Lender, if applicable, represents and warrants as follows to the Corporation at the date of this Agreement and at Closing and acknowledges and confirms that the Corporation is relying on such representations and warranties in connection with the Loan:

- (a) **THE LENDER HAS KNOWLEDGE IN FINANCIAL AND BUSINESS AFFAIRS, IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS LOAN TO THE CORPORATION, AND IS ABLE TO BEAR THE ECONOMIC RISK OF SUCH LOAN EVEN IF THE ENTIRE LOAN AMOUNT IS LOST;**
- (b) This loan has not been made through, or as a result of, and is not being accompanied by, (i) a general solicitation, (ii) any advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or (iii) any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (c) None of the funds that the Lender is committing to lend to the corporation are to the knowledge of the Lender, proceeds obtained or derived, directly or indirectly, as a result of illegal activities;

- (d) If the Lender is an individual, he or she is of legal age and is legally competent to execute, deliver and perform his or her obligations under this Agreement. If the Lender is not an individual, (i) it has the legal capacity and competence to execute, deliver and perform its obligations under this Agreement; and (ii) the execution and delivery of and performance by the Lender of this Agreement have been authorized by all necessary corporate or other action on the part of the Lender;
- (e) If the Lender is committing on its own behalf, this Agreement has been duly executed and delivered by the Lender, and constitutes a legal, valid and binding agreement of the Lender enforceable against him, her or it in accordance with its terms;
- (f) If the Lender is acting for a Disclosed Beneficial Lender, the Lender is duly authorized to execute and deliver this Agreement and all other documentation in connection with the commitment on behalf of the Disclosed Beneficial Lender. This Agreement has been duly authorized, executed and delivered by or on behalf of such Disclosed Beneficial Lender and constitutes a legal, valid and binding agreement of such Disclosed Beneficial Lender enforceable against him, her or it in accordance with its terms;
- (g) The execution and delivery of and performance by the Lender (and any Disclosed Beneficial Lender) of this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event of condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under any of the terms or provisions of the Lender's (and any such Disclosed Beneficial Lender's) constituting documents or by-laws, if applicable, or any other contract, agreement, instrument, undertaking or covenant to which the Lender (and any Disclosed Beneficial Lender) is a party or by which it is bound; and
- (h) The Lender (and the Disclosed Beneficial Lender) has obtained such legal and tax advice as it considers appropriate in connection with the Loan and the execution, delivery and performance by it of this Agreement and the transactions contemplated by this Agreement. The Lender (and the Disclosed Beneficial Lender) is not relying on the Corporation, its affiliates or counsel to any of them in this regard.
- (i) Lender has received, or has been given the reasonable opportunity to receive, independent legal advice in respect of this Agreement.

SECTION 9 Covenants of the Lender

The Lender (and any Disclosed Beneficial Lender) will execute, deliver, file and otherwise assist the Corporation in filing any reports, undertakings and other documents required in connection with the Loan.

SECTION 10 Representations and Warranties of the Corporation

The Corporation represents and warrants as follows to the Lender at the date of this Agreement and at Closing and acknowledges and confirms that the Lender is relying upon such representations and warranties in connection with the Loan:

- a) The Corporation is duly incorporated, organized, validly existing and in good standing under the laws of the Province of Ontario. The Corporation is duly qualified and in good standing in all jurisdictions where the failure to so qualify would have a material adverse effect on the business or condition, financial or otherwise of the Corporation;

- b) The Borrower has full corporate right, power and authority to enter into this Agreement. The Borrower has full corporate power and authority to own, operate and carry on its business as now conducted;
- c) Neither the execution and delivery of this Agreement or the documents related hereto nor the consummation of this loan transaction nor compliance with the terms, conditions and provisions hereof or thereof will conflict with or result in a breach of any of the terms, conditions or provisions of the charter documents or bylaws of the Corporation, any law, rule or regulation having the force of law; any contractual restriction binding on or affecting the Corporation; or any writ, judgment, injunction, determination or award which is binding on the Corporation; or result in, or require the imposition of any lien upon or with respect to the properties now owned or hereafter acquired by the Corporation, under any contractual provision binding on or affecting the Corporation;
- d) The execution and delivery of this Agreement and the consummation by the Corporation of the transactions herein contemplated have been duly authorized by all necessary corporate action of the Corporation, and no authorization, consent, approval, licence or exemption under any applicable law, rule or regulation having the force of law, and no registration, qualification, designation, declaration or filing with any official body, is or was necessary therefor;
- e) This Agreement, and the documents related hereto have been duly executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against it in accordance with the terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- f) The Corporation is not in default in any material respect under any material indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it or any of its property may be bound; and
- g) The Corporation owns all of the properties and assets that it purports to own. All agreements by which the Corporation holds an interest in a property or asset are in good standing in all material respects according to their terms.

The Corporation agrees that the Lender is entitled to the benefit of all representations, warranties and covenants of the Corporation. The representations, warranties and covenants of the Corporation contained in this Agreement, together with such changes as are necessary in order to reflect that they are being made by the Corporation to the Lender

SECTION 11 Covenants of the Borrower

During the Term of the Loan the Corporation Shall:

- (a) ensure that all amounts that may rank in priority to the security are paid in full and on time;
- (b) report any material adverse change in the business of the Corporation to the lender immediately following the occurrence; and
- (c) immediately pay over to the Lender the full amount owing under the terms of this Agreement received by the Corporation upon any sale of the shares in the Corporation.

SECTION 12 Survival

The representations, warranties, acknowledgements and covenants contained in this Agreement and any certificate or document delivered pursuant to or in connection with this Agreement will survive Closing and continue in full force and effect for a period of two years.

SECTION 13 Beneficial Lenders

Whether or not explicitly stated in this Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Lender in this Agreement, including the schedules will be treated as if made by the Disclosed Beneficial Lender, if any.

SECTION 14 Schedules

The following Schedules are incorporated into and form an integral part of this Agreement, and any reference to this Agreement includes the Schedules:

Schedule "A"	Term Sheet for the Loan
Schedule "B"	Payment Information
Schedule "C"	General Security Agreement
Schedule "D"	National Anthem Deck

SECTION 15 Interpretation

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the Agreement's interpretation. All references in this Agreement to dollars or to "\$" are to the currency of the **United States of America**, unless otherwise specifically indicated. In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of".

SECTION 16 Assignment

This Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators and legal representatives. This Agreement is not transferable or assignable by any party to it.

SECTION 17 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by it and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

SECTION 18 Time of Essence

Time is of the essence in this Agreement.

SECTION 19 Governing Law

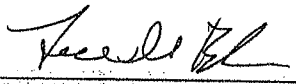
This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Lender, (and any Disclosed Beneficial Lender), irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of

DATED at _____ as of this 23 day of August, 2022, 2021

Lender: Lawrence Bober CPA LLC Defined Benefit Plan CREATIVE WEALTH MEDIA FINANCE
CORP.

Per: Lawrence Bober, Trustee

Per: Jason Cloth

Signature: X 

Signature: 

Account Holders Wire Transfer Instructions For Interest Payments

Beneficiary: Lawrence Bober CPA LLC Defined Benefit Plan
Address: 1699 Pebble Beach Way, Vernon Hills, IL. 60061

Bank: Fifth Third Bank
Address:
Transit:
SWIFT:
Account: 5040027448
Routing: 042000314

Ontario with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

SECTION 20 Language of Documents

It is the express wish of the parties to this Agreement that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue Anglais.

SECTION 21 Execution by Facsimile and Counterparts

This Agreement including the schedules may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

[SIGNATURE PAGE TO FOLLOW]

SCHEDULE "A"

TERM SHEET

CREATIVE WEALTH MEDIA FINANCE CORP

SECURED LOAN

SERIES "F"

Borrower:	Creative Wealth Media Finance Corp (the " Borrower ").
Lender:	As written on the Cover Sheet of this Loan Agreement.
Total Raise:	Up to \$10,500,000 USD.
Use of Funds:	To provide the Borrower with financing for the Motion Picture entitled National Anthem. (Schedule D National Anthem Deck)
Interest Rate:	Maximum 18% total return to be paid as 1% per month, balance at Maturity Date.
Maturity:	Maturity on or before 12 Months from disbursement date (the Maturity Date).
Repayment of Loan:	Borrower shall repay the entire Loan on or before the date that is the Maturity Date.
Closing Date:	Continuous.
Penalty Interest:	Until fully repaid, the loan will bear interest at a rate of 1% per month post the Maturity Date until the Loan is fully repaid.
Subsequent Loans:	Each subsequent loan provided by the Lender will be subject to the same terms and conditions and security provided for herein. All subsequent loans will be added to the outstanding amount of the Loan and evidenced by a contract note reflecting the specific term of such subsequent loan.

SCHEDULE "B"
PAYMENT INFORMATION

Funds may be included with the executed Loan Agreement by certified cheque or bank draft payable to CREATIVE WEALTH MEDIA FINANCE CORP., 151 Bloor St West, Suite 700, Toronto, Ontario M5S 1S4 or wired in immediately available funds to Creative Wealth Media Finance Corp. as follows:

US FUNDS:

Bank:	Toronto Dominion Bank
Address:	2453 Yonge St., Toronto, Ontario, M4P 2H6
Transit #:	00572 ABA 0004 00572
Bank #:	004 Swift TDOMCATTOR
Account Name:	Creative Wealth Media Finance Corp.
USD Account #:	7301467
Office Address:	151 Bloor St West Suite 700 Toronto, Ontario M5S 1S4 Tel: 416-410-6423

SCHEDULE "C"
GENERAL SECURITY AGREEMENT

[see attached]

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made as of the August 23, 2022.

B E T W E E N:

CREATIVE WEALTH MEDIA FINANCE CORP, a corporation duly incorporated in Ontario, Canada with principal offices at 151 Bloor St West, Suite 700, Toronto, Ontario (hereinafter called the "Debtor")

- and -

Lawrence Bober CPA LLC Defined Benefit Plan (hereinafter called the "Lender")

REFERENCE IS MADE to a Subscription Agreement Series E term sheet (the "Term Sheet", attached hereto as "Schedule A") setting out the principal terms upon which a loan in the amount of USD \$100,000.00 (the "Loan") is, has been or shall be issued to **CREATIVE WEALTH MEDIA FINANCE CORP** (the "Borrower") by Lawrence Bober CPA LLC Defined Benefit Plan (the "Lender"). The terms and conditions are set forth below and in accordance with the Term Sheet, this General Security Agreement hereto as Schedule "C".

1. Grant of Security Interest

As a general and continuing security for the payment of all obligations, indebtedness and liabilities of the Debtor to the Lender whether incurred prior to, at the time of or subsequent to the execution hereof, including extensions or renewals, and all other liabilities of the Debtor to the Lender, direct or indirect, wheresoever and howsoever incurred and any ultimate unpaid balance thereof, including, without restricting the generality of the foregoing, advances to the Debtor under fixed or revolving credits established from time to time, and the obligations and liabilities of the Debtor under any contract of guarantee now or hereafter in existence whereby the Debtor guarantees payment of the debts, liabilities and obligations of a third party to the Lender, the Debtor hereby grants to the Lender a continuing security interest in all of the Debtor's property, assets and undertaking of any kind or nature, now owned or after acquired including, without limitation, the following described property (hereinafter collectively called the "Collateral"):

(a) Accounts:

all debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Debtor, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of such debts, claims, monies and choses in action or any part thereof, and also all books and papers recording, evidencing or relating to such debts, accounts, claims, monies and choses in action or any part thereof (all of the foregoing being hereinafter called the "accounts");

(b) Inventory:

all inventory of whatever kind and wherever situated now owned or hereafter acquired or reacquired by the Debtor including, without limiting the generality of the foregoing, all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor, and goods used in or procured for packing (all of the foregoing being called the "inventory");

(c) Equipment:

all machinery, equipment, goods and other tangible personal property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraphs (a) and (b) above, including, without limiting the generality of the foregoing, machinery, fixtures, furniture, plant, vehicles of any sort or description and all spare parts and accessories installed in or affixed or attached or appertaining to any of the foregoing and which are not consumer goods as defined in the *Personal Property Security Act* of the Province of Ontario (the "PPSA"), and all drawings, specifications, plans and manuals relating thereto (all of which is hereinafter called the "equipment");

(d) Chattel Paper:

all present and future agreements made between the Debtor as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods (all of which is herein called the "chattel paper");

(e) Instruments:

all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act* (Canada)), and all other writings that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without necessary endorsement or assignment (all of which of the foregoing being hereinafter called the "instruments");

(f) Intangibles:

all intangible property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraph (a) above including, without limiting the generality of the foregoing, all contractual rights, licenses, goodwill, patents, trade marks, trade names, copyrights, industrial designs and other industrial property, confidential information, trade secrets, know-how, inventions, processes, concepts, business opportunities, compilations of data, computer codes in either source code and object code, computer programs, software, marketing strategies and all other intellectual property, including any registrations and applications for registration of the foregoing (all of which are hereinafter called the "Intangibles");

(g) Leases:

all of the Debtor's right and interest in and to all leases, leasehold interests, tenancies and rights of occupation or possession of real estate or personal property now owned or hereafter held and owned by the Debtor, including all such rights and interests in respect

of which the Debtor is landlord or lessor together with the benefit of the covenants, agreements, privileges and rights of the Debtor pertaining to such interests (all of which are hereinafter called the "leases"); provided, however, that the last day of the term of any lease is specifically excepted from the security interest created hereby, but the Debtor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Debtor;

(h) Money:

all present and future money of the Debtor, whether authorized or adopted by the Parliament of Canada as part of its currency or any foreign government as part of its currency (all of the foregoing being referred to as the "money");

(i) Documents of Title:

all warehouse receipts, bills of lading and other documents of title, whether negotiable or otherwise, now or hereafter owned by the Debtor (all of which is hereinafter called the "documents of title");

(j) Books, Records, etc.:

all books and papers regarding, evidencing or relating to the above mentioned accounts, chattel paper or documents of title, and all securities, bills, notes, instruments, writings and other documents now or hereafter held or owned by the Debtor or anyone on behalf of the Debtor with respect to the above mentioned accounts, chattel paper or documents of title (all of which is hereinafter called the "records");

(k) Securities:

all shares, stocks, warrants, bonds, debentures, debenture stock or other securities now or hereafter owned by the Debtor together with renewals thereof, substitutions therefor, accretions thereto and all rights and claims in respect thereof (all of which is hereinafter called the "securities");

(l) Undertaking:

all present and future personal property, business and undertaking of the Debtor not being accounts, inventory, equipment, chattel paper, instruments, intangibles, leases, money, documents of title, records and securities (all of which is hereinafter called the "undertaking");

(m) Proceeds:

identifiable or traceable personal property in any form derived directly or indirectly from any dealing with the property described in (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) and (l) or the proceeds therefrom, including any payment representing indemnity or compensation for loss of or damage to such property or proceeds therefrom (all of which is hereinafter called the "proceeds").

For greater certainty, the security interest created hereby shall be operative as a present, attached, fixed and specific assignment, mortgage and charge of and security interest in any and all of the

Collateral now owned by the Debtor and, with respect to any and all of the Collateral acquired by the Debtor after the date hereof, shall be operative as a present, specific assignment, mortgage and charge of and security interest in such Collateral which shall attach as a fixed and specific mortgage and charge of and security interest in such Collateral as of the moment the Debtor acquires any rights or interests therein. The security interest created hereby shall not be interpreted or construed as a floating charge and the Debtor's rights to deal with the Collateral without the consent of the Lender are restricted to those rights specifically granted by paragraph 4(a) (which paragraph is intended solely as an incorporation and elaboration of Subsection 28(1) of the PPSA) and paragraph 4(b) hereof.

Without limiting the generality of the description of Collateral set out above, the Collateral shall include all present and future personal property of the Debtor located on or about or in transit to or from the address of the Debtor and all other present and future personal property of the Debtor. The Debtor agrees to promptly inform the Lender in writing of the acquisition by the Debtor of any personal property which is not of the nature or type described herein, and the Debtor agrees to execute and deliver at its own expense from time to time amendments to this Agreement or additional security agreements as may be reasonably required by the Lender in order that the security interest created hereunder shall attach to such personal property.

The parties acknowledge that value has been given, that the Debtor has rights in the Collateral, and the parties have not agreed to postpone the time for attachment of the security interest created hereby.

2. **Debtor's Representations and Warranties**

The Debtor hereby represents, warrants and agrees with the Lender as follows:

- (a) That the security interest granted hereby the Debtor, all Collateral acquired after the date hereof will be the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and agrees that it will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
- (b) The Debtor will not during the currency of this Agreement, without the consent of the Lender, give any further or other security agreement covering the Collateral to any party other than the Lender which may subordinate the security interest of the Lender thereto and no financing statement (other than any which may be filed on behalf of the Lender) covering any of the Collateral is now or will be on file in any public office while this security agreement remains outstanding, except for Permitted Encumbrances.
- (c) The Debtor's chief executive office and principal place of business, and the location of the office where it keeps its records respecting the accounts, is that set out above. If the Debtor changes its chief executive office and principal place of business it will promptly notify the Lender. The place where any notices required to be given to the Debtor under the PPSA are to be sent is the chief executive office and principal place of business set out above.
- (d) The Debtor shall from time to time forthwith on request furnish to the Lender in writing all information requested relating to the Collateral and the Lender shall be entitled from time to time to inspect the Collateral and to take temporary

custody of and make copies of all documents relating to accounts and for such purposes the Lender shall have access to all premises occupied by the Debtor or where the Collateral or any of it may be found.

- (e) The Debtor shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Lender of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtor hereby constitutes and appoints any officer of the Lender or any other person designated by the Lender, or any receiver appointed by the Court or the Lender as hereafter set out, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (f) The Debtor shall keep the inventory and equipment insured against loss by fire and such other risks as the Lender may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. The Debtor shall also obtain business interruption insurance of a value satisfactory to the Lender. All policies of insurance and the proceeds thereof will be held in trust by the Debtor for the benefit of the Lender under the provisions of this Agreement. If the Debtor neglects to provide such insurance, the Lender may obtain the same and charge the premiums therefor to the Debtor, together with interest at the highest rate currently charged to the Debtor under its obligations to the Lender at the date of payment of the premium by the Lender.
- (g) The Debtor has full power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Agreement.
- (h) There is no litigation, tax claim, proceeding or dispute pending, or, to the knowledge of the Debtor, threatened, against or affecting the Debtor or its property, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or under any other instrument or agreement required hereunder.
- (i) The Debtor shall provide notification to the Lender promptly of:
 - (i) any material change in the information contained herein relating to the Debtor, its business or the Collateral, its addresses or locations of business;
 - (ii) the details of any material acquisition of the Collateral;
 - (iii) the details of any claims or litigation affecting materially the Debtor or the Collateral;
 - (iv) any material loss of or damage to the Collateral; and

- (v) the return to or repossession by the Debtor of the Collateral where such return or repossession of the Collateral is material in relation to the business of the Debtor.
- (j) The Debtor agrees to deliver to the Lender from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral; and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Lender may reasonably request.
- (k) Subject to compliance with the Debtor's covenants contained herein, the Debtor may, until default, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof, provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.
- (l) Subject to any applicable requirements of the PPSA, all monies collected or received by the Lender pursuant to or in exercise of any right he possesses with respect to the Collateral shall be applied on account of indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.
- (m) That the Collateral does not include any goods which are used or acquired by the Debtor for use primarily for personal, family or household purposes.
- (n) The Debtor shall pay all expenses, including solicitors' and receivers' fees and disbursements incurred by the Lender or its agents (including any Receiver, as herein defined) in connection with the preparation, perfection, preservation and enforcement of this Agreement; including all expenses incurred by the Lender or such agents in dealing with other creditors of the Debtor in connection with the establishment and confirmation of the priority of the security interest created

hereby; all of which expenses shall be payable forthwith upon demand and shall form part of the obligations secured hereby.

- (o) The Debtor shall not, directly or indirectly, sell, lease, transfer, assign or otherwise dispose of all or substantially all of its property and assets as an entirety to any other entity, and shall not consolidate, amalgamate, or merge with or into any other corporation (any such other entity or corporation being herein referred to as a "successor corporation") without the prior written consent of the Lender, not to be unreasonably withheld or delayed, and unless the successor corporation shall execute, prior to or contemporaneously with the consummation of any such transaction, an instrument to evidence the assumption by the successor corporation of the Debtor's obligations under this Agreement and its agreement to observe and perform all the covenants and obligations of the Debtor under this Agreement.
- (p) The Debtor shall deliver to the Lender written notice of any intention on the part of the Debtor to change its name not later than five (5) business days prior to such change of name becoming effective, and shall provide the Lender with a certified copy of the articles of amendment effecting such change within five (5) business days of its occurrence.

3. **Lender's Remedies**

In the event that the Debtor makes default in the payment of any amount of principal or interest owing to the Lender or fails to perform any of the covenants and agreements herein or contained in any other agreement between the Debtor and the Lender, the security hereby granted shall become immediately enforceable, the Lender shall, in addition to the rights and remedies specifically provided herein, have the rights and remedies of a secured party under the PPSA, and:

- (a) The Lender may, in addition to any other rights, appoint by instrument in writing a receiver or receiver and manager (hereinafter referred to as the "Receiver") of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Where the Lender is referred to in this Agreement the term shall, where the context permits, include any Receiver so appointed and the officers, employees, servants or agents of such Receiver.
- (b) The Debtor will forthwith upon demand assemble and deliver to the Lender possession of all of the Collateral at such place as may be specified by the Lender. In any event, at its option, the Lender may take such steps as he considers necessary or desirable to enter into or obtain possession of all or any part of the Collateral, including proceedings in any court of competent jurisdiction, and to that end the Debtor agrees that the Lender may by its servants, agents or Receiver at any time during the day or night enter upon lands and premises, and if necessary break into houses, buildings and enclosures of the Debtor or relating to the Debtor's business where the Collateral may be found for the purpose of taking possession of or removing the Collateral or any part thereof.
- (c) The Lender may seize, collect, realize, sell, borrow money on the security of, release to third parties or otherwise deal with the Collateral or any part thereof in

such manner, upon such terms and conditions and at such time or times as may seem to him advisable and without notice to the Debtor (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advices and services, and receivers' and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral, may add the amount of such sums to the indebtedness of the Debtor and all such sums shall be secured hereby.

- (d) At its option, to be notified to the Debtor in the manner provided by the governing statute, the Lender may elect to retain all or any part of the Collateral in satisfaction of the obligations to him of the Debtor to the extent permitted by applicable securities laws.
- (e) The Lender shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or for the purpose of preserving any rights of the Lender, the Debtor or any other person, firm or corporation in respect of same.
- (f) The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Lender may see fit without prejudice to the liability of the Debtor or the Lender's right to hold and realize the Collateral.
- (g) All monies collected or received by the Lender in respect of the Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Lender seems best or may be held unappropriated in a collateral account or in the discretion of the Lender may be released to the Debtor, all without prejudice to the Lender's claims upon the Debtor. If the monies collected by or received by the Lender in respect of the Collateral are not sufficient to satisfy all obligations and liability of the Debtor to the Lender, the Debtor shall remain responsible to the Lender for any deficiency, and the Lender shall be entitled to claim such amount and all interest and costs associated therewith from the Debtor.
- (h) In the event of the Lender taking possession of the Collateral or any part thereof in accordance with the provisions of this Agreement, the Lender shall have the right to maintain the same upon the premises on which the Collateral may then be situate, and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary premises for the proper maintaining, housing and protection of the Collateral and for its servant or servants, assistant or assistants, and the Debtor covenants and agrees to provide the same without cost or expense to the Lender until such time as the Lender shall determine in its discretion to remove, sell or otherwise dispose of the Collateral so taken possession of by it as aforesaid.

- (i) To facilitate the realization of the Collateral the Lender may carry on or concur in the carrying on of all or any part of the business of the Debtor and may to the exclusion of all others, including the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by the Debtor and use all or any of the tools, machinery and equipment of the Debtor for such time as the Lender sees fit, free of charge, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product, and the Lender shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions.
- (j) The Lender may, if he deems it necessary for the proper realization of all or any part of the Collateral, pay any encumbrance, lien, claim or charge that may exist or be threatened against the same and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the obligations of the Debtor to the Lender as hereby secured, and shall bear interest at the highest rate currently charged to the Debtor under its obligations to the Lender at the date of payment thereof by the Lender.
- (k) If after all the expenses of the Lender in connection with the preservation and realization of the Collateral as above described shall have been satisfied and all obligations, including contingent obligations, of the Debtor to the Lender shall have been satisfied and paid in full together with interest, any balance of monies in the hands of the Lender arising out of the realization of the Collateral, shall be paid to any person other than the Debtor whom the Lender knows to be the owner of the Collateral, and in the absence of such knowledge, such balance shall be paid to the Debtor.
- (l) The Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper, whether Collateral or proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.
- (m) Unless the Collateral in question is perishable or unless the Lender believes on reasonable grounds that the Collateral in question will decline rapidly in value, the Lender will give the Debtor such notice of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made, as may be required by the PPSA.
- (n) The Receiver shall for all purposes be deemed to be the agent of the Debtor.
- (o) The Lender, in appointing or refraining from appointing a Receiver shall not incur any liability to the Receiver, the Debtor or otherwise.

4.

Dealing with Collateral by the Debtor

- (a) Subject to compliance with the Debtor's covenants contained herein, the Debtor in the ordinary course of its business may, until default, sell items of inventory,

so that the purchaser thereof takes title clear of the security interest hereby created as provided by PPSA, S. 28(1), but if such sale results in an account, such account is subject to the security interest hereby created.

- (b) In the event that the Debtor shall collect or receive any of the accounts or shall dispose of and be paid for any of the other Collateral covered by this Agreement, all non-cash proceeds of such disposition shall be subject to the security interest hereby created and all accounts or monies so collected or received by the Debtor shall be received as trustee for the Lender and shall be held separate and apart from other monies of the Debtor, and shall forthwith be paid over to the Lender.

5. **Location of Collateral**

The Collateral insofar as it consists of tangible property is now and will hereafter be kept at 151 Bloor St West, Suite 700, Toronto, Ontario M5S 1S4.

6. **Continued Agreements**

This Agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest in all or part of the Collateral, and whether heretofore or hereafter made, and the terms of such other agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties. Notwithstanding the foregoing, this Agreement shall supersede any prior General Security Agreements issued by the Debtor in favour of the Lender.

7. **Notice**

Any notice or communication given or required to be given to any of the Lender or the Debtor shall be in writing and may be delivered, mailed by registered mail, or sent by facsimile:

If To Borrower: Creative Wealth Media Finance Corp 151 Bloor
St West, Suite 700, Toronto, Ontario M5S 1S4
Attention: Jason Cloth

If To Lender:

or to such other address as such party may have by notice in writing furnished to the party seeking or desiring to give notice as a place for the giving of notice, shall be deemed:

- (a) in the case of delivery to have been duly given when the same is personally delivered to the Lender or the Debtor;
- (b) in the case of dispatch by registered mail, except during a postal disruption, actual or threatened, to have been duly given at 5:00 p.m. (local time of the Lender) on the third business day after the day the same was deposited in a governmental public post box or governmental post office; or
- (c) in the case of dispatch by facsimile or similar telecommunication device, to have been duly given on the same business day (if sent before 5:00 p.m.) and on the next business day after the day the same was sent by facsimile device.

8. **Lender to Provide Statements**

The Debtor expressly authorizes the Lender to provide any and all statements, copies and information as may be requested by any person from the Lender pursuant to the provisions of Section 18 of the PPSA.

9. **Governing Law**

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario. Reference to the governing statute shall be, where the context permits, to the PPSA as amended from time to time. To the extent that they are not inconsistent herewith, the definitions contained in the PPSA, Section 1, shall govern the interpretation of this Agreement.

10. **Receipt of Agreement**

The Debtor hereby acknowledges receipt of a true copy of this Agreement.

11. **Assignment**

The Lender has the unfettered right to assign this Agreement.

12. **Registration**

It is expressly acknowledged and agreed that for ease of administration, one or more financing statements may be filed pursuant to the PPSA of the Province of Ontario with respect to the this Agreement.

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13. Successors and Assigns

This Agreement may be assigned in whole or in part by the Lender to any person, firm or corporation without notice to or the consent of the Debtor, and if so assigned, the Debtor hereby agrees not to assert against any such assignee any defence or claim which the Debtor may have against the Lender in connection with this Agreement. This Agreement may not be assigned by the Debtor without the prior written consent of the Lender. This Agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns: "successors" includes any corporation resulting from the amalgamation of any corporation with another corporation.

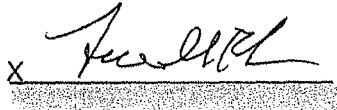
IN WITNESS WHEREOF the Debtor has executed this Agreement on the day and year first above written.

Creative Wealth Media Finance Corp
Per: Jason Cloth



Accepted and agreed on this August 23, 2022

Lender Lawrence Bober CPA LLC Defined Benefit Plan
Per: Lawrence Bober, Trustee

x 

THIS IS **EXHIBIT "G"** REFERRED TO IN THE AFFIDAVIT
OF **JEFFREY W KROL** SWORN JULY 22, 2025.

A handwritten signature in black ink, appearing to be 'Anna White', written over a horizontal line.

Anna White

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



ROSEN GOLDBERG

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

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

To the creditors of Creative Wealth Media Finance Corp.

We are writing to advise you that on October 27, 2023, Creative Wealth Media Finance Corp. (“Creative”) commenced proposal proceedings pursuant to the provision of section 50.4(1) of the *Bankruptcy and Insolvency Act* (“BIA”), by filing a Notice of Intention to Make a Proposal (“NOI”). A copy of the NOI is enclosed. Rosen Goldberg Inc. has consented to act as Licensed Insolvency Trustee under the NOI (“Trustee”).

Although the NOI is pursuant to the BIA, it is important to note that Creative is **NOT** bankrupt.

At present, creditors are **NOT** required to file a proof of claim. The Trustee will provide you with further information and a proof of claim form, at a later date.

All creditor claim amounts are stated in Canadian dollars.

Please note that during the NOI proceeding:

- *No person may terminate or amend any agreement with Creative, or claim accelerated payment, or a forfeiture of the term, under any agreement with Creative by reason only that Creative is insolvent or by any reason of the filing of the NOI, pursuant to section 65.1(1) of the BIA; and*
- *No creditor has any remedy against Creative or its property or shall commence or continue any action, execution, or other proceedings against Creative pursuant to section 69(1) of the BIA.*

Yours very truly,

Rosen Goldberg Inc.

Licensed Insolvency Trustee

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

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

Take notice that:

1. I, Creative Wealth Media Finance Corp., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Rosen Goldberg Inc. of 5255 Yonge Street, Suite 804, Toronto, ON, M2N 6P4, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Toronto in the Province of Ontario, this 27th day of October 2023.

Jason Cloth

Creative Wealth Media Finance Corp.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

- Proposal Consent -

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

To whom it may concern,

This is to advise that we hereby consent to act as trustee under the Bankruptcy and Insolvency Act for the proposal of Creative Wealth Media Finance Corp..

Dated at the City of Toronto in the Province of Ontario, this 27th day of October 2023.

Rosen Goldberg Inc. - Licensed Insolvency Trustee

Rosen Goldberg Inc.

5255 Yonge Street, Suite 804
Toronto ON M2N 6P4
Phone: (416) 224-4200 Fax: (416) 224-4330



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 Notice of Intention to make a proposal of:

Creative Wealth Media Finance Corp.

Insolvent Person

ROSEN GOLDBERG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

October 27, 2023

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: October 27, 2023, 15:28

E-File/Dépôt Electronique

Official Receiver

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

Canada

- Creditor Mailing List -

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

Creditor Type	Name	Attention	Address	Claim \$
Director	Jason Cloth		20 Stratheden Rd Toronto ON M4N 1E3	
Contingent	Nicholas Patterson		c/o Orr Taylor LLP 500 - 200 Adelaide Street West Toronto ON M5H 1W7	1.00
Unsecured	1593401 Ontario Ltd.		c/o Gowling WLG Suite 1600, 1 First Canadian Place Toronto ON M5X 1G5	1,130,000.00
	2012 Irrevocable Suzanne C. Wieseneck Family Gift Trust		840 Walden Lane Lake Forest IL 60045 USA	2,767,500.00
	2123815 Ontario Inc.		635 Woodland Acres Cres Maple ON L6A 1G2	1,418,500.00
	2355673 Ontario Inc		752 Clarkson Road S Mississauga ON L5J 2T9	400,000.00
	272 Ventures LLC		539 W Commerce, Ste 388 Dallas TX 75208 USA	1,300,000.00
	2724073 Ontario Inc.		59 Powell Road Toronto ON M3K 1M6	130,000.00
	Ahrens, Dennis		PO Box 6581 Bloomington IL 60108 USA	1,012,500.00
	Albrink, Frederick		221 East 4th Street, Suite 2700 Cincinnati OH 45202 USA	135,000.00
	Alderdice, Patrick		4508 Oak Tree Ct, Lawrence KS 66049 USA	650,000.00
	Allen, George & Collins, Ann		7220 Farr St, Annandale, VA 22003 Annadale VA 22003 USA	877,500.00
	Altman, Benjamin		11 North Green Street, Apt 4B, Chicago IL 60607 USA	33,750.00
	Alturi, Pratha		8200 Muchmore Pointe Cincinnati OH 45243 USA	270,000.00
	Amata, Ryan		1109 Kingdale Road Newmarket ON L3Y 4W1	135,000.00
	Anderson 2011 Trust		2331 North Point St, San Francisco CA 94123 USA	135,000.00
	Andreas, Susan			135,000.00
			85 Spotford St Georgetown MA 01833 USA	
	Aurigemma, John		4504 Kathryn Ct Batavia OH 45103 USA	270,000.00
	B&B Investment Partners		3847 Quail Ridge Dr. Boynton Beach FL 33435 USA	1,282,500.00
	Bailen, James L.		4465 S Jones Blvd Las Vegas NV 89103 USA	675,000.00
	Bailen, Sandra		6007 Huting Rd, Louisville KY 40222 USA	270,000.00
	Bartlett, Daniel		3611 Mound Way, Cincinnati OH 45227 USA	33,750.00
	Baxter, Carole		6182 State Route 730, Wilmington OH 45177 USA	303,750.00

- Creditor Mailing List -

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

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Bayshore Capital Advisors, LLC, BCA		c/o Book Law	4,500,000.00
	Alternative Income Funds, LP and		365 Bay Street, 2nd Floor	
	TRocking T Ranch LLLP		Toronto ON M5H 2V1	
	BBP I		333 W Wacker Dr 6th Floor	337,500.00
			Chicago IL 60606 USA	
	BBP II LLC		333 W Wacker Dr 6th Floor	1,012,500.00
			Chicago IL 60606 USA	
	BBP IV		333 W Wacker Dr 6th Floor	675,000.00
			Chicago IL 60606 USA	
	BBP V		333 W Wacker Dr 6th Floor	675,000.00
			Chicago IL 60606 USA	
	BBP VII		333 W Wacker Dr 6th Floor	2,025,000.00
			Chicago IL 60606 USA	
	Beneteau, Andrea		20 Fashion Roseway Suite 420W	270,000.00
			North York ON M2N 6B5	
	Bennett IV, Benjamin		2315 Country Club Dr	135,000.00
			Avon OH 44011 USA	
	Benoit, Gabrielle		5501 Spine Rd., Unit 208	540,000.00
			Boulder CO 80301 USA	
	Berg, Kevin		640 N. Lasalle, Suite 295	472,500.00
			Chicago IL 60654 USA	
	Bergen, Allan (USD)		4832 Fairview Ave, Blue Ash, OH 45242	472,500.00
			Blue Ash OH 45242 USA	
	Berger Singerman		201 E Las Olas Blvd, Ste 1500	8,100.00
			Fort Lauderdale FL USA	
	Berman, Bruce		2500 Meadow Ave	8,673,750.00
			Boulder CO 80304 USA	
	Berman, Ronald		1699 Pebble Beach Way	2,058,750.00
			Vernon Hills IL 60061 USA	
	Berman, Suzanne Trust		27 N Wacker Dr, Chicago IL 60606	135,000.00
			Chicago IL 60606 USA	
	Berthold, Charles		555 12th Street, Suite 900	540,000.00
			Oakland CA 94607 USA	
	Bidwill, Brian		270 Vista Grande	769,500.00
			Greenbrae CA 94905 USA	
	Blaney LLP			200,000.00
			2 Queen Street East, Ste 1500	
			Toronto ON M5C 3G5	
	Blessing, Ami		756 Kroger Valley Dr, Cincinnati, OH	135,000.00
			45226	
			Cincinnati OH 45226 USA	
	Blessing, Robert		2435 RIVERSIDE DR	67,500.00
			Cincinnati OH 45202 USA	
	Bober, Larry DBP		27 N Wacker Dr	202,250.00
			Chicago IL 60606 USA	
	Bober, Larry Savings Plan		27 N Wacker Dr	100,000.00
			Chicago IL 60606 USA	
	Bober, Lawrence (USD)		27 N Wacker Dr	189,000.00
			Chicago IL 60606 USA	
	Bober, Lawrence CPA LLC DBP		27 N Wacker Dr	135,000.00
			Chicago IL 60606 USA	
	Boggess, Thomas		3837 Quail Ridge Dr	405,000.00
			Boynton Beach FL 33436 USA	

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IN THE MATTER OF THE PROPOSAL OF
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OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Borden Ladner Gervais LLP - Toronto		Scotia Plaza, 40 King Street West, 44th Floor Toronto ON M5H 3Y4 Fax: (416) 367-6749	400,000.00
	Bova, Richard (USD)		72 Sunup Trail, Riverhead Riverhead NY 11901 USA	555,500.00
	Brachle, John (USD)		229 Blackstone Ave, La Grange IL 60525 USA	236,250.00
	Brachle, Paul FBO (USD)		7395 Algonquin Drive, Cincinnati OH 45243 USA	236,250.00
	Braden, Parker (USD)		3102 Pinnacle Dr, Longview TX 75605 Longview Tx 75605 USA	33,750.00
	Branden, David (USD)		10112 Benham Dr, Dayton OH 45458 USA	337,500.00
	Brewer, Cheryl (USD)		221 East 4th Street, Suite 2700 Cincinnati OH 45202 USA	168,750.00
	Brotherton, John (USD)		1424 Shoreline Way Loveland OH 45140 USA	101,250.00
	Broussard, Gail March Living Trust		1 North Jefferson, St Louis, MO St Louis Mo 63103 USA	271,600.00
	Brown, William (USD)		221 East 4th Street, Suite 2700 Cincinnati OH 45202 USA	270,000.00
	Brown, Sharon (USD)		1825 Appian Way, Springfield OH 45503 USA	67,500.00
	Brown, William FBO (USD)		221 East 4th Street, Suite 2700 Cincinnati OH 45202 USA	67,500.00
	Bruce Bell and Evelyne Neiman		c/o Ordon Law 200-70 Bond Street Toronto ON M5B 1X3	300,000.00
	Buerk, Dr. Bruce (USD)		1200 Forest Run, Dayton, OH 45429 Dayton OH 45429 USA	675,000.00
	Burnstein, Jean Rev.Trust (USD)		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 (USD)		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 (USD)		665 Sheridan Rd, Highland Park, IL 60035 Highland Park IL 60035 USA	1,012,500.00
	Byberg, Jacqueline (CDN)		151 Curtis Cres King City ON L7B 1C1	60,000.00
	Byberg, Samantha (CDN)		151 Curtis Cres King City ON L7B 1C1	60,000.00
	Byberg, Scott (USD)		151 Curtis Cres King City ON L7B 1C1	155,000.00
	Campello, Valeria		9830 SW 125 Ave Miami FL 33186 USA	2,362,446.00
	Campello-Palep, Anaya Trust		10205 SW 115 Court Miami FL 33176 USA	270,000.00

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

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Canham, Thomas (USD)		285 Grande Way Apt 1804, Naples FL 34110 USA	337,500.00
	Caras, Ron (USD)		1425 Voltz Road Northbrook IL 60062 USA	67,500.00
	Carlson, John (USD)		3709 Bradley Lane Chevy Chase MD 20815 USA	533,250.00
	Carter, Eric (USD)		, Louisville, KY 40205 Louisville KY 40205 USA	135,000.00
	Carter, Jeffrey (USD)		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	810,000.00
	Catalyst Wealth Management Media Fund		450 Skokie Blvd, Ste 507 Northbrook IL 60062 USA	31,828,890.00
	CBL Investments LLC (USD)		921 N Deerborn St, Chicago IL 60610 USA	1,012,500.00
	Cizikas, Casey (USD)		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	81,000.00
	Clifford, Kyle		12755 English Walnut Drive St.Louis MO 63131 USA	540,000.00
	Clowe, Ryane (USD)		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	155,250.00
	Cocke, Warren Briggs		39 Hunting Ridge Rd Manakin Sabot VA 23103 USA	236,250.00
	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
	Colonia Trustco Inc.	John Buhlman	c/o WeirFoulds 4100-66 Wellington Street West Toronto ON M5K 1B7	19,119,000.00
	Cortullucii, Fabrizio (USD)		137 Bowes Rd, Concord, ON L4K 1H3 Concord ON L4K 1H3	135,000.00
	Crawshaw, Christopher D.		125 Bitch Street Winnetka IL 60093 USA	843,750.00
	Creative Wealth Media Lending LP		151 Bloor Street West, Ste 700 Toronto ON M5S 1S4	63,590,000.00
	Cromydas, Nick		140 Oxford Rd Kenilworth IL 60043 USA	135,000.00
	Crowe, Zachary (CDN)		546 Highland Ave NE, Atlanta, GA 30312 Atlanta GA 30312 USA	30,810.00
	Cynthia L. Elliott Trust 1999		39 Hunting Ridge Rd Manakin Sabot VA 23103 USA	1,557,440.00
	David Wieseneck Living Trust		818 N. Linn Street Iowa City IA 52245 USA	1,147,500.00
	De Haan, Calvin (USD)		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	121,500.00
	De Kat Family Rev.Trust B (USD)		13346 N Stone View Trail Fountain Hill AZ 85268 USA	768,200.00
	Denardo, Robert (USD)		695 Harding Ave, Glen Ellyn IL 60137 USA	135,000.00
	DeNardo, Thomas Henry		1012 James Court Wheaton IL 60189 USA	675,000.00

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

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Desert Media		16220 N Scottsdale Rd, Ste 340 Scottsdale AZ 85254 USA	8,100,000.00
	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
	DiGenova, Linda (USD)		750 Millway Ave Suite 6, Woodbridge ON L4K 3T7	270,000.00
	DiGenova, Lynn (USD)		750 Millway Ave Suite 6, Woodbridge ON L4K 3T7	348,700.00
	Digrigorio, Sam (USD)		6320 La Posta Dr El Paso TX 79912 USA	675,000.00
	Dinnen, Eric (USD)		106 Barrington Rd Ft Wright KY 41011 USA	202,500.00
	Divaldeni, Tomas Plekanec (USD)		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	315,900.00
	Donald Stubbs et al.		c/o Ricketts Harris 181 University Ave., Ste 800 Toronto ON M5H 2X7	190,000.00
	Dorn, James & Margaret (USD)		5585 Wasigo Dr Cincinnati OH 45230 USA	67,500.00
	DPDS		33 W Wacker Dr Chicago IL 60606 USA	2,973,300.00
	DRTIVI (USD)		1012 James Court Wheaton IL 60189 USA	1,755,000.00
	Dworkin, Bradley		657 Colwyn Terrace Deerfield IL 60015 USA	675,000.00
	Eagleson, Adam		355 Wisteria Ave Fairhope AL 36532 USA	135,000.00
	Elgamil, Sheila		8928 Kenton Ave Skokie IL 60076 USA	270,000.00
	Elliott, Cynthia		39 Hunting Ridge Road Manakin Sabot VA 23103 USA	1,557,400.00
	Elliott, Virginia		2204 Lariat Trail Frisco TX 75034 USA	2,997,000.00
	Ellis, Ryan		50 Bay Street Suite 1444 Toronto ON M5J 3A5	425,000.00
	Emanuel, Roland		323 Pilot Point Lane Boca Raton FL 33921 USA	135,000.00
	Emilia Elgamil Living Trust		8928 Kenton Ave Skokie IL 60076 USA	1,215,000.00
	Equity Trust Company Custodian FBO Michael Moon IRA		3 Owlswood Rd Tiburon CA 94920 USA	607,500.00
	Fackler, Kyle		560 W 23rd St Apt 31K New York NY 10036 USA	40,500.00
	FAMC FBO Gordon R. Miller IRA		PO Box 49 Waukesha Porterville WI 53187 USA	1,046,250.00
	Farlar, Jason		4365 Logsdons Woods Dr Liberty Township OH 45011 USA	135,000.00
	Feldman, Charlotte		3180 Burgundy Drive North Palm Beach Gardens FL 33410 USA	270,000.00
	Fenner, Sarah		1630 Huguenot Rd Middletown VA 23113 USA	141,750.00

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IN THE MATTER OF THE PROPOSAL OF
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OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Fenner, Sarah D		1630 Huguenot Rd Midlothian VA 23113 USA	141,750.00
	Fernandes, Jose & Marilia		1550 Southdown Rd Mississauga ON L5J 2Z4 USA	74,250.00
	FieldGlen Investments Inc.		163 Cartwright Ave Toronto ON M6A 1V5 USA	250,000.00
	Fieldgray Development Corp		331 St Clair Ave East Pickering ON L1W 3W9 USA	83,700.00
	Fitzgerald, Brian Dr		2345 Yonge St Suite 905 Toronto ON M4P 2E5 USA	218,050.00
	Fitzgerald, Derek		202-1387 West 71st Ave Vancouver BC V6P 3B4 USA	214,040.00
	Flanagan, Thomas P.		232 E. Walton Place Chicago IL 60611 USA	4,522,500.00
	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	124,200.00
	Fry, Ben		4930 Prospect Ave Cincinnati OH 45242 USA	269,975.00
	Fultz, Beth		7621 Tyler's Hill Court West Chester OH 45069 USA	168,750.00
	Gage, Andrew		450 Skokie Blvd, Ste 507 Northbrook IL 60062 USA	52,920.00
	Gale, Stephen		137743 Grey Rd 12 Meaford ON N4L 1W6	310,500.00
	George Allen & Ann Collins JT/WROS		7220 Farr St Annandale VA 22003 USA	877,500.00
	Gibbs, Scotty Dr		4118 Picardy Dr Raleigh NC 27612 USA	270,000.00
	Gibson, Arlene & Jim		54 Napa Ridge Alliston ON L9R 2E4	135,000.00
	Giles, Keith		1456 Ridge Road Highland Park IL 60035 USA	135,000.00
	Girls With Big Dreams Trust		10205 SW 115 Court Miami FL 33176 USA	6,750,000.00
	GJJ Holdings LLC		1006 Morse Ave Schaumburg IL 60913 USA	2,025,000.00
	GJMN LLC		1251 Swainwood Drive Glenview IL 60025 USA	732,375.00
	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	604,800.00
	Golhar, Shawn Pavin		11620 Rolling Meadow Dr Great Falls VA 22066 USA	67,500.00

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OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Golini, Paul		50 Fifeshire Rd Toronto ON M2L 2G6	135,000.00
	Goodmans LLP	Joseph Consentino	333 Bay Street, Ste 3400 Toronto ON M5H 2S7	8,000.00
	Gordon, Benjamin		1000 N. State Street, Unit 5 Chicago IL 60610 USA	540,000.00
	Greco, John & Marina Zannatta		66A Lynnhaven Rd Toronto ON M6A 2K9	101,250.00
	Green, Stuart		293 Lupine Way Short Hills NJ 07078 USA	2,184,300.00
	Greene, Matthew		50 Bay Street Suite 1444 Toronto ON M5J 3A5	54,000.00
	Gubin, Michael		3722 Riviera Ct Northbrook IL 60062 USA	67,500.00
	Guido Campello Trust		10205 SW 115 Court Miami FL 33176 USA	1,755,000.00
	Gundrum, Jason		401 Sunny Acres Dr Cincinnati OH 45255 USA	135,000.00
	Guttman, Craig		1242 Woodview Ln Northbrook IL 60062 USA	135,000.00
	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
	Harrington, Scott		50 Bay Street Suite 1444 Toronto ON M5J 3A5	81,000.00
	Harris, Robert Scot	David Jonelis	c/o Lavelly & Singer PC 2049 Century Park East, Ste 2400 LOs Angeles CA 90067 USA	3,375,000.00
	Hartage, Montre		103 Ross Street Cordele GA 31015 USA	65,000.00
	Harvey, John J		3320 Fortnum Place Vero Beach FL 32963 USA	810,000.00
	Haussler, Jakki		429 Lafayette Ave Cincinnati OH 45220 USA	290,250.00
	Haussler, Jakki		333 Las Olas Way Unit 3902 Fort Lauderdale FL 33301 USA	290,250.00
	Haussler, Len & Jakki		333 Las Olas Way, Unit 3902 Fort Lauderdale FL 33301 USA	4,174,900.00
	Hawks Media Fund		2534 Hondo Ave Apt 124 Dallas TX 75219 USA	67,500.00
	Hawks, Taylor		2534 Hondo Ave Apt 124 Dallas TX 75219 USA	11,475.00
	Heatley Family Rev Trust		50 Bay Street Suite 1444 Toronto ON M5J 3A5	87,750.00
	Herche, Vicki		6897 Grenadier Blvd. #1202 Naples FL 34108 USA	2,173,500.00
	Herrick Feinstein LLP		2 Park Ave New York NY 10016 USA	18,900.00
	Highmore Trade Finance Fund, LP		c/o Paliare Roland 155 Wellington St. West, 35th Floor Toronto ON M5V 3H1	6,400,000.00

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OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Hord, Patrick & Janel		2742 Shearer Road Bucyrus OH 44820 USA	337,500.00
	Howieco Entertainment		26 Lesmill Rd Suite 3 Toronto ON M3B 2T5	346,060.00
	Hubbard, David Trust		7841 Keystone Skokie IL 60076 USA	135,000.00
	Hubbard, Sandra		7841 Keystone Skokie IL 60076 USA	675,000.00
	Hudson Private LP	Kevin Fritz	c/o Meister Seelig & Fein PLLC 125 Park Avenue, 7th Floor New York NY 10017 USA	16,114,000.00
	Hudson Private Wealth	Kevin Fritz	c/o Meiser Seelig Fein PLLC 125 Park Ave, 7th Floor New York NY 10017 USA	12,812,000.00
	IAG Inc		3130 Dufferin St Toronto ON M6A 2S6	270,000.00
	Irwin, Jane Trust		1133 Taylorsport Ln Winnetka IL 60093 USA	405,000.00
	JAAM Ltd.		c/oWeirFoulds 4100-66 Wellington St. W Toronto ON M5K 1B7	7,919,000.00
	Jacobs, Hillari G.		1031 Prairie Ave Deerfield IL 60015 USA	675,000.00
	Jacobs, Norman		3180 Burgundy Drive North Palm Beach Gardens FL 33410 USA	2,801,250.00
	Jacobson, Steven		13346 N Stone View Trail Fountain Hills AZ 85268 USA	207,300.00
	James Richardson and Nikink Holdings Ltd.		c/o Crawley Mackewan Brush LLP Suite 800, 179 John Street Toronto ON M5T 1X4	1,000,000.00
	Jill Wieseneck Living Trust		2126 NE 14th Ave Portland OR 97212 USA	1,282,500.00
	Jiri Tlustý Jesin		50 Bay Street Suite 1444 Toronto ON M5J 3A5	81,000.00
	Jurs, Peter		1113 Fuller St Cincinnati OH 45202 USA	67,500.00
	JVSC Holdings		3998 9th Line Bradford ON L3Z 2A5	135,000.00
	Kaiser, Branden		752 Clarkson Rd South Mississauga ON L5J 2T9	47,250.00
	Kaiser, Delaney		752 Clarkson Rd South Mississauga ON L5J 2T9	45,900.00
	Kaiser, Liam		752 Clarkson Rd South Mississauga ON L5J 2T9	45,900.00
	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
	Kakarlapudi, Vasu		11205 Bodley Dr Louisville KY 40223 USA	135,000.00
	Kaufman, Joshua		160 W 86th St Suite 14A New York NY 10024 USA	135,000.00

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IN THE MATTER OF THE PROPOSAL OF
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OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	KB Holdings Inc		640 N La Salle Dr Suite 295 Chicago IL 60654 USA	961,875.00
	Kempf, Shari		555 12th St Suite 900 Oakland CA 94607 USA	101,250.00
	Kerbel, Jeff		26 Lesmill Rd Suite 3 Toronto ON M3B 2T5	337,500.00
	Kikkino, Jody		2090 Creekside Way Eugene OR 97408 USA	202,500.00
	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
	Kode, Niranjan		65 Marbury Court Springboro OH 45066 USA	405,000.00
	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	270,000.00
	Koodish, Murray		2933 NE 29th Ave Portland OR 97212 USA	270,000.00
	Kopec, Anna		603 N Home Ave Park Ridge IL 60068 USA	135,000.00
	Korpela, Matt		4403 Ocean Front Walk Apt 201 Marina del rey CA 90292 USA	405,000.00
	Krahulec, Gregg		5100 Lampman Ave Burlington ON L7L 6L1	270,000.00
	Krantz, Elisa		297 Taylor Road South Short Hills NJ 07078 USA	81,000.00
	Kriarakis, Corinne		5 Pyne Hills Court New Tecumseth ON L0G 1W0	40,500.00
	Krol, Jeff		100 Granville Ave Park Ridge IL 60068 USA	108,000.00
	Krol, Linda		100 Granville Ave Park Ridge IL 60068 USA	286,875.00
	Krueger, Scott		3837 W Five Mile Peak Drive Queen Creek AZ 85142 USA	65,000.00
	Laner, Steve		216 4th Street Manhattan Beach CA 90266 USA	337,500.00
	LaPointe Florian Legacy Trust		1705 High School Rd Jackson WY 83001 USA	1,350,000.00
	Lawrence Bober CPA LLC Defined Benefit Plan		1699 Pebble Way Vernon Hills IL 60061 USA	459,000.00
	Leopardo, Anthony		5200 Prairie Stone Parkway Hoffman Estates IL 60192 USA	67,500.00
	Levy, Marc		47 Baxter Ln West Orange NJ 07052 USA	675,000.00
	Levy, Robert		19563 Island Court Dr Boca Raton FL 33434 USA	675,000.00
	Lewis, Sarah		3713 West Leona Street Tampa FL 33629 USA	168,750.00

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OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Liuzzo, Marco		100 South Point Dr Unit 2703 Miami Fl 33139 USA	270,000.00
	Loeber, Michael		2307 Linneman St Glenview IL 60025 USA	337,500.00
	Loeber, Paul		112 W County Line Rd Barrington Hills IL 60010 USA	1,485,000.00
	Lukis Global Corporation		c/o Groia & Company Professional Corporation 365 Bay Street, 11th Floor Toronto ON M5H 2V1	3,275,000.00
	Maraboyina, Prabha		10776 Falls Creek Lane Centerville OH 45458 USA	1,417,500.00
	Maraboyina, Sudhakar		10776 Falls Creek Lane Centerville OH 45458 USA	3,955,500.00
	Maraboyina, Suraj		300 Crescent Court Suite 1870 Dallas TX 75201 USA	216,163.00
	Marshall, Joseph		311 Knapp Place Greenport NY 11944 USA	270,000.00
	Martin, Jeff		9915 Ensley Ln Leawood KS 66206 USA	47,250.00
	Martin, Ronald		14808 Juniper St Oakland Park KS 66206 USA	189,000.00
	Massa Investments		750 Millway Ave Suite 6 Woodbridge ON L4K 3T7	337,500.00
	Mathiesen, Andrew		200 Spyglass Lane Jupiter FL 33477 USA	135,000.00
	Matta Foundation Trust		9 Camargo Pines Cincinnati OH 45423 USA	405,000.00
	Matta Investments		9 Camargo Pines Cincinnati OH 45423 USA	405,000.00
	Matteisen, Andrew		200 Spyglass Lane Jupiter FL 33477 USA	135,000.00
	Maxwell, Christopher		4179 Glengary Dr Atlanta GA 30342 USA	353,270.00
	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	1,451,250.00
	McClelland, Lisa		8673 Zenith Cr Cincinnati OH 45231 USA	101,250.00
	McCloskey, Richard John		9411 S. Palm Drive Tempe AZ 85284 USA	135,000.00
	McCullough, William		226 Rittenhouse Square Unit 1006 Philadelphia PA 19103 USA	168,750.00
	McDonald, David		5826 Winnetka Ave Woodland Hills CA 91367 USA	47,250.00
	McWhitter, Annie		555 12th St Suite 900 Oakland CA 94607 USA	67,500.00
	Medley, Richard		4465 S Jones Blvd Las Vegas NV 89103 USA	1,485,000.00
	Mennie, Cheryl Trust		RR #1 Box 131 Granville IL 61326 USA	472,500.00

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Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Michael G. Loeber Revocable Trust		2307 Linneman Street Glenview IL 60025 USA	553,600.00
	Miller, Gordan Trustee		8700 W Mawr, Ste 810N Chicago IL 60631 USA	776,250.00
	Miller, Gordon FCAM		8700 W Bryn Mawr Suite 910N Chicago IL 60631 USA	270,000.00
	Miller, Kristine		PO Box 49 Waukesha Porterville WI 53187 USA	1,957,500.00
	Mitchell, Susy		34 Brucewood Cres Toronto ON M6A 2G6 USA	485,000.00
	Mitts, Kathy		866 Woodbury Dr Villa Hills KY 41017 USA	101,250.00
	Mitts, Kyle		866 Woodbury Dr Villa Hills KY 41017 USA	67,500.00
	Moon, Michael		3 Owlswood Rd Tiburon CA 94920 USA	607,500.00
	Morel, Kelly		1 Yonge Street, Ste 1200 Toronto ON M5E 1E5	2,160,000.00
	Mormile, James		1001 Hilts Ave Los Angeles CA 90024 USA	168,750.00
	Morpheus Absolute Opportunities Fund		403 S La Grange Road La Grange IL 60525 USA	270,000.00
	Muraff, James			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	762,750.00
	Murray, Jennifer		50 Bay Street Suite 1444 Toronto ON M5J 3A5	27,000.00
	Nebel, James & Robin		689 Alvarado Rd Berkeley CA 94705 USA	135,000.00
	Nestico, Saverio		59 Powell Rd North York ON M3K 1M6	202,500.00
	Newman, Ray		65 Sheldrake Blvd Suite 309 Toronto ON M4P 2B1	135,000.00
	Nianiris, Chris		7056 Corperate Way Ste 2 Dayton OH 45459 USA	337,500.00
	Nicholas Patterson, David Brannon, Chris Nianouris, Heather Nianouris, Mathhew Korplela, Sign Imports LLC, and Equity Trust Comp		c/o Orr Taylor LLP 500 - 200 Adelaide Street West Toronto ON M5H 1W7	742,500.00
	Nicholls, Robert & Cathy		9 Noble Court Georgetown ON L7G 1M5	116,974.00
	Niemeyer, Todd		6850 Cambridge Grove Crt Clevs OH 45002 USA	384,750.00
	Noble, Alasdair		400 5th Ave 47F New York NY 10018 USA	135,000.00
	Oaks, Casey		3220 Oakley Station Blvd Apt 301 Cincinnati OH 45209 USA	3,601,312.00
	Odenigbo, Ifeadiachukwu		511 Woodbourne Trail Centerville OH 45459 USA	135,000.00

- Creditor Mailing List -

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

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Offroad Capital		485 Madison Ave 23rd Floor New York NY 10022 USA	1,046,250.00
	Oleksiak, Jamieson		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	105,300.00
	Orzali, Peter		848 Shag Bark Trail Highland Heights KY 41076 USA	33,750.00
	Overberg, David FBO		555 12th Street, Suite 900 Oakland CA 94607 USA	202,500.00
	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
	Palep, Arvind Rao		12547 Admiral Ave Loas Angeles CA 90066 USA	4,122,000.00
	Pandorf, Dorothy		6519 Crown Colony Place Apt 102 Naples FL 34108 USA	405,000.00
	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	469,125.00
	Parker, Joseph		5430 Seven Winds Rd Dewittville NY 14728 USA	24,975.00
	Parker, Michael		2920 Carlisle St Apt 0901 Dallas TX 75204 USA	54,000.00
	Partyka, Paul		4617 West 99th Place Oak Lawn IL 60453 USA	81,000.00
	Pater, John Giles		1240 Coventry woods Dr Cincinnati OH 45230 USA	469,125.00
	Pater, Nancy		1240 Coventry Woods Dr Cincinnati OH 45230 USA	135,000.00
	Pecha, Barry Dr		4465 S Jones Blvd Las Vegas NV 89103 USA	675,000.00
	Pecha, Dr Barry Trust		4465 S Jones Blvd Las Vegas NV 89103 USA	945,000.00
	Pecha, Marc		7003 Washita Way San Antonio TX 78256 USA	202,500.00
	Pekar, James P		6330 Parkview Road Greendale WI 53129 USA	101,250.00
	Pentwater Advisors Solo		1677 Turtle Bay Loop Leander TX 78641 USA	101,250.00
	Pessah, Sylvia		8928 Kenton Ave Skokie IL 60076 USA	236,250.00
	Pevitz, Ross & Shixiao Xu		Chicago IL USA	135,000.00
	Pizza Nova Restaurants		2247 Midland Ave Toronto ON M1P 4R1	77,500.00
	Polinsky, Mark		2340 Egandale Road Highland Park IL 60035 USA	96,911.75

- Creditor Mailing List -

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

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Premium Properties	John Buhlman	c/o WeirFoulds 4100-66 Wellington St W Toronto ON M5K 1B7	12,295,800.00
	Proeschel, Daniel & Angela		5504 Greentree Rd Leanon OH 45036 USA	135,000.00
	Ramco Electric		530 Coronation Drive Toronto ON M1E 5C8	245,000.00
	Randall M. Toig Trustee		441 Red Hawk Dr Jupiter FL 33477 USA	1,434,375.00
	Rash, Jason		3107 W Colorado Ave, Suite 254 Colorado Springs CO 80904 USA	45,000.00
	RDA Holdings		1248 Cedarholm Ln Bloomfield Hills MI 48302 USA	810,000.00
	Rea, Daniel M.		118 East Erie St., Unit 24C Chicago IL 60611 USA	1,755,000.00
	Reaume, Sarah & Kristopher		184 Texas Road Amherstburg ON N9V 2R7	202,500.00
	Reckley, Stephen		180 W. Eggleston Ave Elmhurst IL 60126 USA	135,000.00
	RHS Building			3,037,500.00
	Richard, Arthur		610 Innisfree Ln Cincinnati OH 45255 USA	202,500.00
	Roberto Romo		c/o Osler Box 50, First Canadian Place Toronto ON M5X 1B8	1,687,500.00
	Roger & Cowan		1840 Centruy Park E., Floor 18 LOs Angeles CA 90067 USA	136,600.00
	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	1,687,500.00
	Ross Pevitz & Shixiao Xu		878 N Marshfiled Ave, Unit 1 Chicago IL 60611 USA	130,000.00
	Ross, Dustin		2110 S Bentley Apt 102 Los Angeles CA 90025 USA	135,000.00
	Ruffin, Michael		300 N End Ave, Apt 17B New York, New York NY 10282 USA	67,500.00
	Russell, Hyde		770 Prospect Ave Winnetka IL 60093 USA	168,750.00
	SAAK Adventures		635 Woodland Acres Cres Maple ON L6A 1G2	2,729,700.00
	Safarova Bylinkova, Lucie		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	81,000.00
	Salem, Anthony Trust		3279 Harborside Drive Cincinnati OH 45248 USA	742,536.00
	Salem, David		38 Fountain Square Drive Cincinnati OH 45263 USA	270,000.00
	Sankar, Kiruba K		9605 Fox Run Dr Mason OH 45040 USA	270,000.00
	SAS Investment Partners		450 Skokie Blvd Ste 507 Northbrook IL 60062 USA	1,795,600.00

- Creditor Mailing List -

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

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Schaeffer, Edward M		345 Elder Lane Winnetka IL 60093 USA	135,000.00
	Schaible, Richard & Janet		7143 Redridge Drive Clevs OH 45002 USA	371,250.00
	Schmidt Financial Group Defined Benefit Plan		450 Skokie Blvd., Ste 507 Northbrook IL 60062 USA	337,500.00
	Schmidt, Bernice Irrev.Trust		100 Laurel Ave Highland Park IL 60035 USA	810,000.00
	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
	Schmidt, Sandy		100 Laurel Ave Highland Park IL 60035 USA	135,000.00
	Schoenberger, Scott		4442 Hidden Oaks Lane Liberty Township OH 45011 USA	728,900.00
	Schultz, Myron		634 Fox Lake Dr Charleston IL 61920 USA	135,000.00
	Schultz, Raymond		USA	135,000.00
	Schurr Investments		21 Wilson Lane Fairview NC 28730 USA	573,750.00
	Schurr, Michael FBO		21 Wilson Lane Fairview NC 28730 USA	168,750.00
	Scot, Robert Bldg Venture		547 Greenleaf Ave Glencoe IL 60022 USA	2,362,500.00
	SFG LLC		450 Skokie Blvd Suite 507 Northbrook IL 60062 USA	135,000.00
	Shah, Maulin		10 Wayside Lane Scarsdale NY 10583 USA	405,000.00
	Shah, Neal		8171 Margaret Lane Cincinnati OH 45242 USA	135,000.00
	Sheppard Mullen LLP		333 Hope Street LOs Angeles CA 90071 USA	54,000.00
	Shoub, Steven		PO Box 1574 Venice FL 34284 USA	324,947.00
	Slaight Music Inc.		112 Buckingham Ave Toronto ON M4N 1R6	1,350,000.00
	Soergel, Whitney		2544 Woodbourne Ave Louisville KY 40205 USA	135,000.00
	Spiegelberg, Assheton		2911 Bookhout St Dallas TX 75201 USA	229,500.00
	Sreekantham, Arun Vangipuram		11517 Holstein St Fulton MD 20759 USA	202,500.00
	SSSB Partnership		1699 Pebble Beach Way Vernon Hills IL 60061 USA	2,230,875.00
	Staal, Eric		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	769,500.00
	Staal, Jordan		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	607,500.00
	Staal, Mark		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	405,000.00
	Stacey, James FBO		39814 Chimneysweep Ln Blue Ash OH 45241 USA	135,000.00

- Creditor Mailing List -

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

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Stanley, Kevin		1205 Madonna Court Pickering ON L1X 1V8	168,750.00
	Stearns Family Trust		2014 Country Cove Court Las Vegas NV 89135 USA	135,000.00
	Stearns, Eli		2014 Country Cove Court Las Vegas NV 89135 USA	135,000.00
	Stouffer, Joan		3702 Elite Ln Mason OH 45040 USA	168,750.00
	Strauss, Christianne L		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	202,500.00
	Strome, Ryan		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	101,250.00
	Sunrise Capital		8700 W Bryn Mawr, Suite 810N Chicago IL 60631 USA	1,350,000.00
	Sutourious, John		44 Evergreen Court Cincinnati OH 45215 USA	67,500.00
	Swift, Terrill D.		42548 Muscat Circle Murrieta CA 92562 USA	405,000.00
	Swisher, Molly B.		1726 NE 64th Ave Portland OR 07213 USA	236,250.00
	Synders, Cameron		620 E 11th Avenue Naperville IL 60563 USA	67,440.00
	Tar, Stephen & Gabrielle		175 Main St North Markham ON L3P 1Y2	337,500.00
	The Formidable Fund LP		221 E 4th Street, Suite 2700 Cincinnati OH 45202 USA	6,277,500.00
	Thomas, Adrianne		635 Woodland Acres Cres Maple ON L6A 1G2	500,000.00
	Tina Byles-Williams Trust		226 W Rittenhouse Square, Unit 1006 Philadelphia PA 19103 USA	168,750.00
	Toffoli, Tyler Anthony		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	263,250.00
	Toig, Randall Trust		705 Redwood Lane Glencoe IL 60022 USA	1,434,375.00
	Tokarz, Derek		4423 Vrain St Denver CO 80212 USA	67,500.00
	Turchan Holdings		253 Golf Course Road Conestogo ON N0B 1N0	500,000.00
	Turchan, Glenn		253 Golf Course Rd Conestogo ON N0B 1N0	675,000.00
	Turchan, Mark		2307 Old Hicks Rd Long Grove IL 60047 USA	852,700.00
	Ugo 2020 Trust		9830 SW 125 Miami FL 33186 USA	3,712,500.00
	Ury, Burton S.		665 Sheridan Rd Highland Park IL 60035 USA	1,012,500.00
	Van Riemsdyk, James		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	351,000.00
	Van Riemsdyk, Trevor		50 Bay Street, Suite 1444 Toronto ON M5J 3A5	54,000.00
	Van Schilt, Keshyl		1107 Quaker Trail Newmarket ON L3X 3E2	200,000.00

- Creditor Mailing List -

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

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Van Schilt, Keshyl & Winston		1107 Quaker Trail Newmarket ON L3X 3E2	300,000.00
	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
	Vanounou, Patricia		120 Rue Finchley Hampstead QC H3X 3A2	290,123.00
	Vanounou, Solly		2145 Rue Dadeaux St Laurent QC H4M 1M2	67,500.00
	Vicari, Gary		6526 Saddle Ridge Lane Long Grove IL 60047 USA	168,750.00
	Virginia Lee Elliott GST Trust u/a/d 03-01-08		1630 Huguenot Rd Midlothian VA 23113 USA	2,997,000.00
	Vizina, Keith		2256 Francis Ln Cincinnati OH 45206 USA	114,729.13
	Volpe, Sandro		17150 Keele Street King City ON L7B 0J7	300,000.00
	Wagner, David		2921 Utopia Place Cincinnati OH 45208 USA	270,000.00
	Wainscott, Jason FBO		57 W Hill Lane Cincinnati OH 45215 USA	33,750.00
	Washburn, James		44 Indian Hill Road Winnetka IL 60093 USA	270,000.00
	Washburn, James J.		44 Indian Hill Road Winnetka IL 60093 USA	270,000.00
	Watts, Mark & Gina		2320 Adirondak Trail Oakville ON L6M 0E9	380,700.00
	Weil, Dennis		221 Hancock Court Safety Harbour FL 34695 USA	472,500.00
	Weinberg, Robert		1712 Lago Vista Blvd Palm Harbor FL 34685 USA	135,000.00
	Weiser Global Capital Markets Ltd.		c/o Blake Cassels & Graydon LLP 199 Bay Street, Suite 4000 Toronto ON M5L 1A9	2,000,000.00
	Wells Entertainment Fund		6309-43 Street, Unit 1 Lloydminster AB T9V 2W9	8,090,800.00
	Whipple, Mary		438 E Bridlewood Drive Salt Lake City UT 84107 USA	540,000.00
	Whitten, Jonathan		221 E 4th Street Suite 2700 Cincinnati OH 45202 USA	135,000.00
	Wiers, David		2300 Sheridan Rd Highland Park IL 60035 USA	405,000.00
	Wiers, David C		2300 Sheridan Rd Highland Park IL 60035 USA	405,000.00
	Wieseneck, David		818 N Linn Street Iowa City IA 52245 USA	1,147,500.00
	Wieseneck, Jill Family Trust		2126 NE 14th Ave Portland OR 97212 USA	1,282,500.00
	Wieseneck, Suzanne 1999 Gift Trust		2126 NE 14th Ave Portland OR 97212 USA	67,500.00
	Wieseneck, Suzanne 2012 Irrev. Family Trust		2126 NE 14th Ave Portland OR 97212 USA	2,497,500.00

- Creditor Mailing List -

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

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Willerman, James K.		447 Jefferson Ave Glencoe IL 60022 USA	270,000.00
	Williams, Mac		226 W Rittenhouse Square, Unit 1006 Philadelphia PA 19103 USA	101,250.00
	Williams, Michael		8915 Pinehurst cove Duluth GA 30097 USA	135,000.00
	Wilson, Eric		631 North Broad Street, #204 Philadelphia PA 19123 USA	189,000.00
	Wilson, Mark		40 Winner ave Columbus OH 43203 USA	33,750.00
	Wonser, Debra		15971 Viking Warrior Drive Westfield IN 46074 USA	101,250.00
	WRTR Investments LLC		4420 California Ave Long Beach CA 90807 USA	67,500.00
	Xiong, Junyi		5009 N River Blvd Tampa FL 33603 USA	337,500.00
	Youmans, Jami		1441 Little Raven St., Suite 12001 Denver CO 80202 USA	202,500.00
	Zanette, Fulvio (CDN)		2 Earl Cook Drive Stouffville ON L4A 1L5	868,625.00

THIS IS **EXHIBIT "H"** REFERRED TO IN THE AFFIDAVIT
OF **JEFFREY W KROL** SWORN JULY 22, 2025.

A handwritten signature in black ink, appearing to be 'Anna White', written over a horizontal line.

Anna White

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



Government
of Canada

Gouvernement
du Canada

Bankruptcy and Insolvency Records Search (BIA) search results | Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)

2023-10-30

Search Criteria | Critères de recherche :

Name | Nom = CREATIVE WEALTH MEDIA FINANCE CORP.

Reference | Référence :

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2023-10-26, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2023-10-26, selon les critères de recherche susmentionnés.

BIA Estate Number | Numéro du dossier en vertu de la LFI :

31-3003083

BIA Estate Name | Nom du dossier en vertu de la LFI :

Creative Wealth Media Finance Corp.

Birth Date | Date de naissance :

Province :

Ontario | Ontario

Address | Adresse :

151 Bloor Street West, Ste 700, Toronto, Ontario, M5S1S4

Estate Type | Type de dossier :

NOTICE OF INTENTION | AVIS D'INTENTION

Date of Proceeding | Date de la procédure :

2023-10-27

Total Liabilities* | Total du passif* :

\$0

Total Assets* | Total de l'actif* :

\$0

First Meeting of Creditors | Première assemblée des créanciers :

Discharge Status | Statut de la libération :

Effective Date | Date d'entrée en vigueur :

Court Number | Numéro de cour :

31-3003083

* As declared by debtor | Tel que déclaré par le débiteur

Appointed Licensed Insolvency Trustee or Administrator | Syndic
autorisé en insolvabilité ou administrateur nommé :

ROSEN GOLDBERG INC.

Responsible Person | Personne responsable :

ROSEN, BRAHM HOWARD

Address | Adresse :

5255 Yonge St, Suite 804, TORONTO, Ontario, Canada, M2N6P4

Telephone | Téléphone :

416-224-4210

Fax | Télécopieur :

416-224-4330

Licensed Insolvency Trustee or Administrator's Discharge Date |

Date de la libération du syndic autorisé en insolvabilité ou de
l'administrateur :

Canada



Protecting the
Integrity of the
Insolvency System

Protéger l'intégrité
du système
d'insolvabilité

IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH MANAGEMENT INC., OF
THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

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

Proceeding commenced at TORONTO

**AFFIDAVIT OF JEFFREY W KROL
(SWORN JULY 22, 2025)**

Tyr LLP

488 Wellington Street West
Suite 300-302
Toronto, ON M5V 1E3

Jason Wadden (LSO#: 46757M)

Email: jwadden@tyrllp.com
Tel: 416.627.9815

Anna White (LSO#: 84663P)

Email: awhite@tyrllp.com
Tel: 437.226.8549

Lawyers for the Creditors, the Ad-hoc Group

TAB 3



TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

**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

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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:

[remainder of page left blank intentionally]

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

TAB 4

TAB 5

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
(In Bankruptcy and Insolvency)

THE HONOURABLE) WEDNESDAY, THE 23RD
)
JUSTICE KIMMEL) DAY OF JULY, 2025

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

ORDER
(Appointing Receiver)

THIS MOTION made by Linda Krol for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing TDB Restructuring Inc. (which is the trustee in bankruptcy of Debtor (defined below) (in such capacity, the "Trustee")) as receiver and manager, (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Creative Wealth Media Corp. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jeff W. Krol sworn July 22, 2025, and the Exhibits thereto and on hearing the submissions of counsel for Linda Krol, the Trustee, and [X] and on being advised by counsel to Trustee that the Trustee consents to act as the Receiver,

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s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario Receiver)

Court File No. ¶
ONTARIO¶

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SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated³ so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

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RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical

³ If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

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inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

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instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

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(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

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(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

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(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

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- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this

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Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver

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with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

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NO PROCEEDINGS AGAINST THE RECEIVER

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

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NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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(ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited

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into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

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EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

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LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements with respect to: (a) their work further to this Order following the date of this Order; and (b) their reasonable fees and disbursements for work undertaken in their capacity as Trustee or counsel to the Trustee (as the case

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may be) from the date on which the Trustee was appointed as such on December 15, 2023 (the "Trustee Appointment Date"), to the extent that such work would have been needed to be undertaken by them had this Order been granted as of Trustee appointment date, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands regardless of (a) the source of such funds; and (b) whether such funds are or may be subject to a trust or any trust claims by any creditors or claimants of the Debtor, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such

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

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

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

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

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be

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established in accordance with the Protocol, with the following URL
"https://tdbadvisory.ca/insolvency-case/creative-wealth-media-finance-corp/".

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

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a

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representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [TDB Restructuring Inc.](#), the receiver and manager (the "Receiver") of the assets, undertakings and properties [Creative Wealth Media Corp.](#) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number [BK-24-03003083-0031](#), has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

Deleted: [RECEIVER'S NAME],

Deleted: [DEBTOR'S NAME]

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

TDB Restructuring Inc. solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

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IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH MANAGEMENT INC., OF
THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

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

Proceeding commenced at TORONTO

MOTION RECORD

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Toronto, ON M5V 1E3

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Lawyers for the Creditors, the Ad-hoc Group