

Court File No. BK-25-03244564-0031
Estate File No. 31-3244564

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

IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF THE PODCAST EXCHANGE INC,
IN THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO

MOTION RECORD

July 29, 2025

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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ONTARIO

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF THE PODCAST EXCHANGE
INC, IN THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO

NOTICE OF MOTION

THE MOVING PARTY, THE PODCAST EXCHANGE INC. will make a motion to the Court on July 31, 2025, at 10:00 am 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:

1. An order, in substantially the form attached at Tab 3 of the Motion Record dated July 29, 2025 (the “**Motion Record**”):

- (a) validating and abridging the time and manner of service of the Notice of Motion and Motion Record and directing that any further service of the Notice of Motion and Motion Record be dispensed with such that this Motion is properly returnable on the date scheduled for the hearing of this Motion;
- (b) approving a key employee retention plan (the “**KERP**”) for certain individuals that have been identified as crucial to the restructuring efforts of The Podcast Exchange Inc. (“**TPX**” or the “**Company**”);
- (c) approving a priority charge against the property of TPX (the “**KERP Charge**”) as security for amounts that may become payable under the KERP, up to the maximum amount of \$96,000;
- (d) granting a sealing order in relation to the KERP;
- (e) approving the payment of commissions owing to an key employee as of July 7, 2025;
- (f) extending the time for TPX to file a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “**BIA**”) to September 22, 2025;
- (g) approving the activities and conduct of the Proposal Trustee as set out in its First Report; and
- (h) such further and other relief as this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

A. Background of this NOI Proceeding

2. TPX is an advertising reseller specializing in podcast advertising. Its head office is located in Toronto, Ontario.

3. TPX creates, manages and places advertisements in podcasts for brands and advertising agencies.

4. As the Company needed the benefit of the stay of proceedings in order to have time to assess its restructuring options, on July 7, 2025 (the “**Filing Date**”), TPX filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to subsection 50.4(1) of the BIA. TDB Restructuring Limited was appointed the proposal trustee (the “**Proposal Trustee**”) in this NOI proceeding.

5. Since the filing of the NOI, TPX has continued to streamline its costs and carrying on its business while it assesses its potential restructuring alternatives.

6. TPX’s activities since the Filing Date have all been undertaken with a view to maximizing the value of the Company’s business, for the benefit of its stakeholders.

7. Since the Filing Date, TPX has, among other things:

- (a) stabilized its operations and paid its post-Filing Date payables as they become due;
- (b) engaged with its key stakeholders; and
- (c) began to explore and assess its restructuring alternatives;

B. Relief Sought on the Motion

i. KERP and KERP Charge

8. TPX is also seeking this Court's approval of the KERP designed to retain and incentivize three individuals made up of its CEO, Managing Director, and Project Manager (collectively, the "**KERP Participants**"). The KERP Participants perform important management or business functions and the institutional knowledge and skills possessed by them are irreplaceable, making their continued engagement vital to TPX's operations and its restructuring.

9. The KERP was developed by TPX, its former directors and its professional advisors prior to the filing of the NOI and takes into consideration the KERP Participants' existing compensation packages and the circumstances of this NOI proceeding. The aggregate amount which may become payable under the KERP is approximately \$96,000.

10. TPX is also seeking approval of the KERP Charge on its property in favour of the KERP Participants up to the maximum amount of \$96,000. Each KERP Participant will only obtain the benefit of the KERP Charge up to their respective individual entitlements under the KERP.

11. The KERP Charge would rank in priority to all claims other than: (a) any amounts owing to the Company's professional advisors for services rendered during the Proceedings and the Proposal Trustee regardless of whether such amounts are protected by an Administration Charge; and (b) any DIP Lender's Charge or Directors' Charge (if any and as such may be defined in an Order of the Court granted

in the Proceedings). No Administration Charges, DIP Lender's Charge or Directors' Charge are being sought at this time.

12. The Proposal Trustee is supportive of the KERP and the KERP Charge.

ii. Sealing the KERP

13. TPX is seeking an order sealing the KERP.

14. The KERP includes a detailed listing of the KERP Participants along with their names, current positions, compensation and proposed payments under the KERP. Salary information is highly personal to the KERP Participants and is not generally made public. In order to protect the KERP Participants and to minimize disruption during this NOI proceeding, TPX is seeking an order sealing the KERP.

iii. Authorization to Pay Pre-filing Commissions Owing to Key Employee

15. One of the KERP Participants is owed certain amounts on account of commissions that are owed to her for sales completed before the filing of the NOI but which are not payable until August 15, 2025, in accordance with the Company's normal pay cycles for commissions.

16. These commissions are an integral part of the employee's compensation package. The 13-week cashflow prepared by the Company as part of these NOI proceedings provides for the payment of these commissions. The payment of the commissions will not hamper or impede with the Company's efforts to explore restructuring alternatives during the NOI proceedings, and in fact will help those efforts

since, as with the KERP described above, it will ensure that this critical employee will remain engaged and committed to the Company's sales and restructuring efforts.

iv. Extension of Time to File a Proposal

17. TPX is seeking an extension of the time to file a proposal from August 6, 2025, which is the current expiration date, to September 22, 2025 (the "**Extension**").

18. The Extension will provide TPX with some of the additional time that it requires to carry out its advertising campaign commitments for the benefit of all stakeholders, further its restructuring efforts and continue engaging with interested parties, all with the goal of determining the best future of the Company for the benefit of all stakeholders.

19. TPX has and intends to continue to work in good faith and due diligence in the period prior to and during this NOI proceeding. If granted, the Extension sought on this motion will not cause any prejudice to TPX's creditors;

20. The updated cash flow statement prepared by TPX demonstrates that the Company has sufficient liquidity to fund operations during the requested Extension;

21. The Proposal Trustee is supportive of the proposed Extension.

C. Other Grounds

22. Sections 34, 50.4(9), 69 and 183 of the BIA.

23. Section 137(2) of the *Courts of Justice Act*, R.S.O.1990, c. C.43.

24. Rules 1.04, 1.05, 2.03, 3.02, and 37.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

25. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) the Affidavit of Pary Bell, affirmed July 29, 2025; and
- (b) such further and other evidence as counsel may advise and this Honourable Court may permit.

July 29, 2025

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Lawyers for the Moving Party,
The Podcast Exchange Inc.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF THE
PODCAST EXCHANGE INC, IN 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, The Podcast Exchange Inc.

TAB 2

Court File No. BK-25-03244564-0031
Estate File No. 31-3244564

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

IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF THE PODCAST EXCHANGE INC,
IN THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO

AFFIDAVIT OF PARY BELL
(Affirmed July 29, 2025)

I, **PARY BELL**, of the City of Toronto, in the Province of Ontario, **AFFIRM**:

1. I am the Chief Executive Officer ("**CEO**") of The Podcast Exchange Inc. ("**TPX**" or the "**Company**") since February 2024, and in such capacity have been the most senior executive officer of the Company. In that capacity, I have been actively engaged in the discussions surrounding and the work undertaken with respect to TPX's financial circumstances of prior to the commencement of these proceedings. As such, I have personal knowledge of the matters referred to in this Affidavit. Where I have relied upon other sources of information, I have stated the source of that information and believe such information to be true.
2. On July 7, 2025 (the "**Filing Date**"), TPX filed a notice of intention to make a proposal (the "**NOI**") under the Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3 (the "**BIA**"). TDB Restructuring Limited was appointed to act as the proposal trustee (the "**Proposal Trustee**"). A Certificate from the Superintendent in Bankruptcy confirming the filing of the NOI is attached as **Exhibit "A"**.
3. This Affidavit is sworn in support of the motion brought by TPX for an order:

- a. approving a key employee retention plan (the “**KERP**”) for certain employees and independent contractors of TPX;
 - b. approving a priority charge against the property of TPX (the “**KERP Charge**”) as security for amounts that may become payable under the KERP, up to the maximum amount of \$96,000;
 - c. granting a sealing order in relation to the KERP; and
 - d. extending the time for TPX to file a proposal under the BIA to September 22, 2025.
4. In addition to the relief being sought in the accompanying motion, the purpose of this Affidavit is to update the Court on the activities of TPX since the Filing Date.

A. Background and Overview

5. TPX is an advertising reseller specializing in podcast advertising. TPX creates, manages and places advertising for brands and advertising agencies and other related services.

6. Since the time I was hired as TPX’s CEO, I have undertaken a review and restructuring of TPX’s operations in order to cut costs and maximize efficiency in order to address certain legacy issues that were increasing TPX’s cost structure and improve operations. Those efforts included, among other things, reducing unnecessary costs, restructuring operations and optimizing cash management processes, including optimizing accounts receivable collections. As a result of those efforts, TPX’s cost base has been reduced and, despite changing and challenging market changes, TPX’s revamped sales functions were seeing traction generating strengthened relationships with its clients as well as with content providers who broadcast podcasts on which TPX places its clients’ advertisements. Those efforts have been continuing.

7. However, TPX continued to be hampered by the on-going impact of certain legacy issues and, in light of the time-lag in the cash flow cycle that is typical in the industry, it was determined by myself and TPX’s former directors that a formal restructuring process

under the BIA was required and was the best avenue in which to protect all stakeholders' interests.

8. Accordingly, on the Filing Date, the Company filed the NOI as TPX required the stay of proceedings to give it the breathing room needed to review and advance its restructuring options.

9. The principal purpose of this NOI proceeding is to enable TPX to assess the best path forward for its stakeholders and to devise a viable proposal or plan for the benefit of its stakeholders in light of the available alternatives. The relief sought on this motion is necessary to further that objective and will not cause any prejudice to TPX's creditors and stakeholders. As described in this Affidavit, since the Filing Date, TPX has acted in good faith and made diligent efforts to stabilize its operations and pursue a going-concern solution. If granted, the relief sought on this motion will provide TPX with part of the time needed and ensure the retention of the key employees that is essential and critical to furthering these efforts.

B. Overview of TPX's Activities since the Filing Date

(i) Further Cost Containment

10. Since the commencement of these proceedings, TPX has continued to eliminate costs that are not currently necessary so as to better situate TPX to take advantage of the potential restructuring alternatives that may be available and to preserve value for all stakeholders. Most notably, TPX has terminated the employment of two employees who were recently hired and who were determined to not be necessary for the Company's restructuring efforts. TPX has also successfully renegotiated the payment terms on an agreement with a key supplier (Magellan AI), shifting from a large upfront payment to a monthly structure. This renegotiation has helped with cash flow.

11. In addition, we have worked with our professional advisors and the Proposal Trustee to determine what other costs associated with legacy matters can or should be eliminated. In this regard, TPX has disclaimed a consulting contract with a former officer and director.

12. The effect of foregoing changes will have a permanent positive impact on the Company's cash flow going forward.

(ii) Engagement with Key Stakeholders

13. Since the commencement of the NOI proceedings, certain creditors and stakeholders have contacted the Company for further information about the process and the Company's plans for the NOI proceedings and going forward. The Company has responded to each of these inquiries. While, as discussed further below, the Company does not at this time have a definitive plan as to what steps it will take in the NOI proceedings, I believe that we have been able to address the inquiries from creditors and stakeholders to their satisfaction. As evidence of the success of our engagement with stakeholders, most stakeholders and creditors that inquired with us since the commencement of the NOI process have agreed to continue with TPX going forward, and, to this point, have done so. The Company has also continued to book new business in the month of July for work that will run across the next few months, and is a positive sign for TPX's going forward business prospects notwithstanding the filing of the NOI.

(iii) Efforts to Pursue a Going Concern Solution

14. Since TPX filed the NOI, we have received numerous expressions of support from our clients and content providers. A tangible testament to the on-going support that TPX is receiving is the fact that, as noted above, TPX has continued to book advertising campaigns for the autumn advertising cycle and has received new bookings and business.

15. In addition, the Company has received various unsolicited expressions of interest regarding potential restructuring transactions from certain strategic actors in the industry. The Company is considering the information that it has received from these early-stage discussions to determine what sort of restructuring process may be implemented during the NOI proceedings, such as a potential stalking horse bid or other formal sales process.

16. As those discussions are at an early stage, and further exploration of the potential alternatives still needs to be explored, TPX requires an extension of NOI proceedings in order to explore these alternatives and formulate an appropriate restructuring plan.

17. As a result of the forgoing, I believe that there has been a sufficient level of interest from parties in preserving the business to warrant continuing to pursue options for a going concern sale and the continuation of this NOI proceeding.

C. Relief Sought on this Motion

(i) Key Employee Retention Plan and KERP Charge

18. As part of this proceeding, TPX is seeking this Court's approval of the KERP, which is designed to retain and incentivize three (3) key employees (the "**KERP Participants**") that have been identified as crucial to TPX's restructuring efforts. As noted above, the employment of those employees who were determined to not be essential for the Company's restructuring have already been terminated. TPX is also seeking a charge over its property in the amount of \$96,000 to secure the amounts payable under the KERP (the "**KERP Charge**"). TPX has been advised by the Proposal Trustee that it supports the KERP and the KERP Charge.

19. The KERP was approved by the Company's former directors the day before the Company filed the NOI. A copy of the resolution of the former directors in which they approved the KERP is attached as a "**Confidential Tab**" in the Motion Record. As noted further below, TPX is requesting a sealing order with respect to the KERP.

20. The KERP contemplates that each of the KERP Participants will be entitled to a retention payment based on a percentage of their annual salary. The aggregate retention payment for all of the KERP Participants is \$96,000.

21. Payments under the KERP will be paid in two instalments provided that the conditions have been met. The first instalment would become payment upon approval of the KERP, if granted, and the employees having remained employed with the Company following the first 30 days of the NOI proceedings. Further payments would be conditional upon the terms and conditions set out in the KERP, including that such KERP Participants

have not resigned or been terminated due to misconduct prior to the applicable payment dates.

22. The KERP Participants are a group of skilled and experienced individuals who are critical to value preservation and maintaining operational efficiencies at TPX. The KERP Participants perform critical management or business functions and have institutional knowledge and skills possessed thereby are irreplaceable, making their continued services vital to TPX's operations. TPX's ability to carry out the NOI proceedings for the benefit of all stakeholders would be greatly or irreparably impaired if those KERP Participants do not continue to work for TPX.

23. TPX, with the assistance of its advisors and former directors, developed the KERP. The KERP takes into consideration the KERP Participants' existing compensation packages and the circumstances of this NOI proceeding. I believe the KERP is necessary to ensure the continued engagement of the KERP participants. I have been informed by the other KERP Participants that the approval of the KERP is a significant factor as to whether they will be willing to continue working with TPX during this NOI proceeding.

24. If approved, the KERP Charge would rank in priority to all claims other than: (a) any amounts owing to the Company's professional advisors for services rendered during the proceedings and the Proposal Trustee, regardless of whether such amounts are protected by an Administration Charge; and (b) any DIP Lender's Charge or Directors' Charge (if any and as such may be defined in an Order of the Court granted in the proceedings). At this time, no Administration Charge, DIP Lender's Charge or Directors' Charge is being sought, but all or certain of those charges may be sought in the future if appropriate. Each KERP Participant will only obtain the benefit of the KERP Charge up to their respective individual entitlements under the KERP.

(ii) Sealing the KERP

25. The KERP is attached to the resolution that was approved by TPX's directors the day before the NOI was filed (a copy of which is attached to this affidavit as Confidential Exhibit "1" above). The KERP includes a detailed listing of the KERP Participants along with their names, current positions, compensation and proposed payments under the

KERP. Salary information is highly personal to the KERP Participants and is not generally made public by TPX. In order to protect the KERP Participants and to minimize disruption during the NOI proceeding, TPX is seeking an order sealing the KERP subject to a further court order.

(iii) Payment of Certain Pre-Filing Commissions

26. Certain of the individuals who were employees of the Company on the date on which the NOI was filed (being July 7, 2025) were entitled to receive a commission on sales that they made as part of their employment with the Company. In accordance with the Company's normal pay cycle for the commissions, the Commissions were not due to be paid until August 15, 2025.

27. One of those employees who is owed commissions for past sales is not only continuing to work with the Company, her involvement is critical to the Company's ongoing operations and restructuring efforts. She is a KERP Participant and the importance of ensuring that she is paid the commissions that are owed to her are the same as the need for the KERP as discussed above. She is owed approximately \$13,650 on account of commissions that are due to be paid on August 15, 2025, which amounts are an integral part of her compensation package.

28. The 13-week cashflow prepared by the Company as part of these NOI proceedings provides for the payment of these commissions. The payment of that amount will not hamper or impede with the Company's efforts to explore restructuring alternatives during the NOI proceedings, and is in fact necessary to ensure that this critical employee remains engaged in the Company's sales and restructuring efforts going forward.

(iv) Extension of Time to File a Proposal

29. TPX is seeking an extension of the time to file a proposal from its current expiration date of August 6, 2025 to September 22, 2025 (the "**Extension**") (as the 45th day after the current expiration date lands on a Sunday, I understand that the next non-holiday day is Monday, September 22, 2025).

30. The Extension will provide TPX with the requisite time to further explore its restructuring alternatives for the benefit of all stakeholders. The Company continues to operate and pay liabilities arising after the filing of the NOI. TPX has and intends to continue to work in good faith and due diligence in the period prior to and during this NOI proceeding.

D. Conclusion

31. For the reasons expressed herein, I am of the view that TPX is acting in good faith and with due diligence in seeking the relief sought on this motion and that if granted, the relief will not prejudice any of the Company's creditors.

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

AFFIRMED BEFORE ME by video conference by Pary Bell, in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 29, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

Signed by:

Shimon Sherrington

Shimon Sherrington

Commissioner for Taking Affidavits
(or as may be)

Signed by:

Pary Bell

PARY BELL

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT
OF **PARY BELL** AFFIRMED JULY 29, 2025

Signed by:

A56E6ED310C2489

Shimon Sherrington

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



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.: 31-3244564
Estate No.: 31-3244564

In the Matter of the Notice of Intention to make a proposal of:

The Podcast Exchange Inc.

Insolvent Person

TDB Restructuring Limited
Licensed Insolvency Trustee

Date of the Notice of Intention:

July 07, 2025

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.

E-File/Dépôt Electronique

Date: July 08, 2025, 09:17

Official Receiver

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

Canada

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF THE
PODCAST EXCHANGE INC, IN 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 PARY BELL
(AFFIRMED JULY 29, 2025)**

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Lawyers for the Moving Party, The Podcast Exchange
Inc.

TAB 3

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

THE HONOURABLE) THURSDAY, THE 31ST DAY
JUSTICE) OF JULY, 2025

IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF THE PODCAST EXCHANGE INC,
IN THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO

ORDER

THIS MOTION, made by THE PODCAST EXCHANGE INC., for an order, *inter alia*: (a) validating and abridging the time and manner of service of the Notice of Motion and Motion Record and directing that any further service of the Notice of Motion and Motion Record be dispensed with such that this Motion is properly returnable on the date scheduled for the hearing of this Motion; (b) extending the time for the Company to file a proposal under the Bankruptcy and Insolvency Act, R.S.C. 1985 c. B-3 (the “**BIA**”) to September 22, 2025; (c) approving the KERP (defined below); (d) approving the KERP Charge (defined below); (e) granting a sealing order in relation to the KERP; (f) approving the Report of TDB Restructuring Limited, in its capacity as proposal trustee of the Company (the “**Proposal Trustee**”) dated July 29, 2025 (the “**Report**”) and the activities described therein; (g) approving the activities and conduct of the Proposal Trustee as set out in its Report; and (h) granting certain other relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Pary Bell sworn on July 29, 2025 (the “**Bell Affidavit**”), the Report of the Proposal Trustee filed, and on hearing the submissions of respective counsel for the Company, the Proposal Trustee and such other counsel as were present as shown on the Participant Information Form, no one else appearing although duly served:

SERVICE AND DEFINED TERMS

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

EXTENSION OF TIME TO FILE A PROPOSAL

2. **THIS COURT ORDERS** that pursuant to section 50.4(9) of the BIA, the Company be and is hereby granted an extension of time to file a proposal to September 22, 2025.

KEY EMPLOYEE RETENTION PLAN AND KERP CHARGE

3. **THIS COURT ORDERS** that the key employee retention plan (the “**KERP**”) attached as Appendix 1 be and is hereby approved and the Company is hereby authorized to make payments in accordance with the terms and conditions of the KERP.

4. **THIS COURT ORDERS** that each of the KERP Participants (as defined in the Bell Affidavit) shall be entitled to the benefit of and are hereby granted a charge (the “**KERP Charge**”) on all of the Company’s present and future assets, undertakings and property of every nature and kind whatsoever and wherever situate, including all proceeds thereof (collectively, the “**Property**”), which charge shall not exceed an aggregate amount of

\$96,000 for all KERP Participants (as defined in the Bell Affidavit), as security for the amount payable by the Company to each such KERP Participant in accordance with the KERP.

5. **THIS COURT ORDERS** that the filing, registration or perfection of the KERP Charge shall not be required, and that the KERP Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the KERP Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

VALIDITY AND PRIORITY OF CHARGES

6. **THIS COURT ORDERS** that the KERP Charge would rank in priority to all claims other than: (a) any amounts owing to the Company's professional advisors for services rendered during the proceedings and the Proposal Trustee, regardless of whether such amounts are protected by an Administration Charge; and (b) any DIP Lender's Charge or Directors' Charge (if any and as such may be defined in an Order of the Court granted in the proceedings).

7. **THIS COURT ORDERS** that the KERP Charges shall constitute a charge on the Property and shall rank in priority to all other Encumbrances in favour of any Person, notwithstanding the order of perfection or attachment.

8. **THIS COURT ORDERS** that except as otherwise expressly provided for herein or as may otherwise be approved by this Court, the Company shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, the Charges

except for any Administration Charge, Directors' Charge or DIP Charge granted by the Court, unless the Company also obtains the prior written consent of the beneficiaries of the Charges (the "**Chargees**"), or by further Order of this Court.

9. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any right, renewal right, contract, agreement, licence, permit, lease, purchase order or other arrangement, whether written or oral (each, an "**Agreement**") which binds the Company, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the KERP Charge shall not create or be deemed to constitute a breach by the Company of any Agreement to which it is a party;
- (b) none of the KERP Participants shall have any liability to any person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the KERP Charge; and
- (c) the payments made under the KERP pursuant to this Order, and the granting of the KERP Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SEALING OF KERP

10. **THIS COURT ORDERS** that the KERP, attached as Appendix 1, is hereby sealed and shall not form part of the public record subject to further order of this Court.

PAYMENT OF COMMISSIONS OWING TO EMPLOYEES

11. **THIS COURT ORDERS** that the Company is hereby authorized and directed to pay on August 15, 2025, or as soon thereafter as possible, any commissions owing to any of the Company's then-current employees on account of commissions owing to such employees regardless of when such commissions were earned.

APPROVAL OF ACTIVITIES

12. **THIS COURT ORDERS** that the Report is hereby approved, and the activities and conduct of the Proposal Trustee described therein are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

13. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other jurisdiction, to give effect to this Order and to assist the Company, the Proposal Trustee and their respective agents in carrying out the terms of

this Order. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

15. **THIS COURT ORDERS** that each of the Company and the Proposal Trustee be at liberty and are 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.

16. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:00 a.m. Eastern Time on the date of this Order without the need for entry or filing.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF THE
PODCAST EXCHANGE INC, IN THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO

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

Proceeding commenced at TORONTO

ORDER
(July 31, 2025)

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Lawyers for The Podcast Exchange Inc.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF THE
PODCAST EXCHANGE INC, IN THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO

**ONTARIO
SUPERIOR COURT OF JUSTICE
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MOTION RECORD

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