

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

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF BANKRUPTCY  
AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND SECTION 101 OF THE  
COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS AMENDED

BETWEEN:

THE FOREST ROAD COMPANY, LLC

Applicant

- and -

SKYLINE 2 PRODUCTIONS INC.

Respondent

**MOTION RECORD  
(RETURNABLE SEPTEMBER 17, 2021)**

SEPTEMBER 15, 2021

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

**Craig A. Mills LSO#: 40947B**

Tel: 416.595.8596  
Fax: 416.595.8695  
Email: cmills@millerthomson.com

**Elsir Tawfik, LSO#: 79819D**

Tel: 416.595.2663  
Fax: 416.595.8695  
Email: etawfik@millerthomson.com

Lawyers for the Applicant

**TO:** **SKYLINE 2 PRODUCTIONS INC.**  
250 Yonge Street  
Suite 2201  
Toronto, ON M5V 2L7

**SKYLINE 2 PRODUCTIONS INC.**  
121 John Street, Suite 1  
Toronto, Ontario  
M5V 2E2

**SKYLINE 2 PRODUCTIONS INC.**  
369 Terminal Avenue, Suite 520  
Vancouver BC  
V6A 4C4

Attention: Matthew Chausse  
matthewchausse@gmail.com

**AND TO:** **David Glenn Strause**  
12855 Runway Rd  
Suite 1208  
Playa Vista, California  
United States of America  
[dave@hydraulx.com](mailto:dave@hydraulx.com)

**John Walters**  
7 Middlehead Trail  
Nobleton, ON L7B 0A6

**Matthew Chausse**  
matthewchausse@gmail.com

**AND TO:** **MNP Ltd.**  
111 Richmond Street West  
Toronto, Ontario  
M5H 2G4

**Sheldon Title**  
Tel: (416) 263-6945  
Fax: (416) 323-5240  
E-Mail: [sheldon.title@mnp.ca](mailto:sheldon.title@mnp.ca)

*Interim Receiver*

**AND TO: DEPARTMENT OF JUSTICE CANADA**  
Ontario Regional Office  
Tax Law Services Division  
The Exchange Tower  
130 King St. West, Suite 3400, Box 36  
Toronto, ON M5X 1K6

**Diane Winters**  
Tel: (416) 973-3172  
Email: [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca)

**AND TO: MINISTRY OF FINANCE**  
Legal Services Branch  
33 King Street West, 6th Floor  
Oshawa, ON L1H 8H5

**Insolvency Unit**  
Tel: (905) 433-6934  
E-mail: [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

**AND TO: ACTRA PERFORMERS' RIGHTS SOCIETY**  
625 CHURCH STREET, SUITE 300  
Toronto, ON M4Y 2G1

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

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF BANKRUPTCY  
AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND SECTION 101 OF THE  
COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS AMENDED

BETWEEN:

THE FOREST ROAD COMPANY, LLC

Applicant

- and -

SKYLINE 2 PRODUCTIONS INC.

Respondent

INDEX

<b>TAB</b>	<b>DOCUMENT</b>	<b>PAGE NO.</b>
1.	Notice of Motion returnable September 17, 2021	1-9
2.	First Report of the Interim Receiver dated September 15, 2021	10-25
APPENDIX A	Appointment Order	26-43
APPENDIX B	Affidavit of Idan Shani, sworn July 16, 2021 (narrative only)	44-57
APPENDIX C	CIBC Account Statements	58-101
APPENDIX D	Affidavit of Sheldon Title, sworn September 15, 2021	102-111
3.	Affidavit of Maureen McLaren, sworn September 15, 2021	112-114
EXHIBIT A	Guarantee of Garbo Holdings LLC	115-120
EXHIBIT B	Guarantee of Vitality Visual Effects LLC	121-126
EXHIBIT C	Guarantee of David G. Strause	127-132
EXHIBIT D	Guarantee of Linda L Strause	133-138

EXHIBIT E	General Security Agreement Garbo Holdings LLC	139-143
EXHIBIT F	General Security Agreement Vitality Visual Effects LLC	144-151
EXHIBIT G	General Security Agreement David G. Strause	152-154
EXHIBIT H	General Security Agreement Linda L Strause	155-160
4.	Endorsement of Justice Cavanagh dated August 17, 2021	161-163
5.	Draft Order and Blackline	164-182

TAB 1

Court File No.: CV-21-00665781-00CL

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

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS  
AMENDED

BETWEEN:

THE FOREST ROAD COMPANY, LLC

Applicant

- and -

SKYLINE 2 PRODUCTIONS INC.

Respondent

**NOTICE OF MOTION  
(Returnable September 17, 2021)**

The Forest Road Company, LLC ("**FRC**") will make a motion to the Commercial Court on September 17, 2021, at 9:30 am EDT by judicial videoconference via Zoom due to COVID-19 pandemic.

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

- in writing under subrule 37.12.1(1) because it is on consent or unopposed or made without notice;
- in writing as an opposed motion under subrule 37.12.1(4);
- orally.

**THE MOTION IS FOR:**

1. An order substantially in the form attached at **Tab 5** to this Motion Record, including:

- (a) abridging and validating the time for service and filing of the notice of motion and the motion record contained herein, validating service and dispensing with further service upon any other persons not already served with this notice of motion and motion record so that the motion is properly returnable today;
- (b) approving the first report of MNP Ltd. ("**MNP**") in its capacity as the court-appointed Interim Receiver (the "**Interim Receiver**") of Skyline 2 Productions Inc. (the "**Debtor**" or "**Skyline 2**") dated September 15, 2021 (the "**First Report**") and the activities described therein;
- (c) approving the fees and disbursements of the Interim Receiver (the "**Professional Fees**");
- (d) directing the Canadian Imperial Bank of Commerce ("**CIBC**") to immediately forward to the Interim Receiver all funds held in the Canadian and US currency accounts of the Debtor ("**Funds on Deposit**") and, upon receipt of the Funds on Deposit, authorizing the Interim Receiver to apply such funds to the Professional Fees;
- (e) releasing MNP from any and all liability arising out of the acts or omissions of MNP Ltd. while acting as Interim Receiver; and



- (f) approving the discharge of the Interim Receiver upon its completion of the Remaining Duties (as defined below) and other remaining administrative duties as outlined in the Order;
2. Such further and other relief as counsel may advise and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

- (a) The Debtor is an Ontario corporation and is extraprovincially registered in British Columbia. Skyline 2 carries on business as a film production company and is the producer of a series entitled “Ed Quinn Vs.” (the “**Production**”);
- (b) Skyline 2 had claimed certain refunds earned under the British Columbia Production Services Tax Credit (“**BC Tax Credits**”) and Canadian Federal Production Services Tax Credit (“**Canadian Tax Credits**”) and together with BC Tax Credits, the “**Tax Credits**”) programs in respect to the Production;
- (c) FRC is owed approximately US\$1.4 million by Skyline 2, which is secured by both a general security agreement and the assignment of the Tax Credits and the proceeds realized from such Tax Credits (the “**Tax Credit Proceeds**”) related to the Production;

- (d) FRC is the first secured creditor as against Skyline 2;
- (e) Despite its best efforts, FRC was unable to obtain information about the status of the Tax Credits from the Debtor, Canada Revenue Agency (“**CRA**”) or from Baker Tilly WM LLP (“**Baker Tilly**”), the Debtor’s accountants;
- (f) As a result of this information void and in order to protect and preserve its security in the Tax Credits and obtain information in respect of the Tax Credits, FRC sought and obtained the Appointment Order;
- (g) By Order dated August 17, 2021 (the “**Appointment Order**”), MNP was appointed as the court-appointed Interim Receiver of the assets and property of the Debtor. The Appointment Order elapses after 30 days from the date of the Order or upon the appointment of a court-appointed receiver;

**ACTIVITIES SINCE THE APPOINTMENT OF THE INTERIM RECEIVER**

- (h) Since its appointment, the Interim Receiver’s activities have included contacting CRA, Baker Tilly and the director of Skyline 2 for information on the status of Tax Credits and the Tax Credit Proceeds;
- (i) CRA has provided the Interim Receiver with a detailed statement of Skyline 2’s corporate tax account. The statement indicated that Skyline 2 has received two refunds representing the Tax Credit Proceeds in February 2020 (in the amount of \$2.3 million) (the “**February 2020**”

**Refund**") and November 2020 (in the amount of \$1.7 million) (the **"November 2020 Refund"**);

- (j) Based on copies of cashed cheques provided by CRA, Skyline 2 deposited the February 2020 Refund into its account at the Royal Bank of Canada ("**RBC**") and the November 2020 Refund into its account at the Canadian Imperial Bank of Commerce ("**CIBC**");
- (k) Based on information supplied by CIBC, the bulk of the November 2020 Refund was paid to Garbo Holdings LLC (a guarantor of FRC's loan) and David Strause (a director of Skyline 2);
- (l) Similarly, based on the information supplied by RBC, a significant portion of the February 2020 Refund was transferred out of Skyline 2's accounts. The Interim Receiver has requested further details from RBC relating to the wire transfers made from Skyline 2's US currency account;
- (m) David Strause, a director of Skyline 2, has confirmed to the Interim Receiver that, among other things, the Tax Credit Proceeds were no longer in Skyline 2's bank accounts or otherwise available and that it had no other assets. Baker Tilly has also confirmed that Skyline 2's principal asset was the Tax Credits;

- (n) there remains approximately \$532 Cdn. and \$321 US. in Skyline 2's CIBC Canadian and US currency accounts (collectively, the "**Funds on Deposit**"). No funds remain in the Debtor's RBC accounts;
- (o) The Interim Receiver has now obtained sufficient information concerning the status of the Tax Credits and the Tax Credit Proceeds. FRC has requested that, subject to obtaining further information from CIBC and RBC and the Funds on Deposit from CIBC (as discussed below), the Interim Receiver proceed to its discharge;

### **GENERAL**

- (p) Pursuant to Paragraph 19 of the Appointment Order, the professional fees of the Interim Receiver (the "**Professional Fees**") are subject to a first charge on the Property. The Professional Fees associated with the Interim Receiver's activities (including the estimated costs to complete the administration of the Interim Receivership) are set out in the affidavit filed in support of this motion by the Interim Receiver (the "**Fee Affidavit**"). The Fee Affidavit is reasonable in the circumstances of these proceedings and ought to be approved;
- (q) in light of the Funds on Deposit with CIBC, the Interim Receiver seeks an order directing CIBC to forward these funds to the Interim Receiver, which shall be applied to the Professional Fees;

- (r) Aside from reserving its right to seek the advice and direction of the Court in respect to any additional information it receives from CIBC and RBC, the Interim Receiver has completed its duties as described in the First Report and, accordingly, seeks approval of its activities together with its discharge; and
- (s) such further and other grounds that counsel may advise and this Honourable Court may permit.

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

- (a) the First Report of the Interim Receiver dated September 15, 2021 and the appendices attached thereto; and
- (b) such further and other evidence as counsel may advise and this Honourable Court may permit;

September 15, 2021

**MILLER THOMSON LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

Craig A. Mills LSUC#: 40947B  
Tel: 416.595.8596  
Fax: 416.595.8695

Lawyers for the Applicant, The Forest Road  
Company, LLC

TO: TO THE SERVICE LIST

THE FOREST ROAD COMPANY, LLC  
Applicant

And

SKYLINE 2 PRODUCTONS INC. et  
al.  
Respondent

Court File No.: CV-21-00665781-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE -  
[COMMERCIAL LIST]**

Proceeding commenced at TORONTO

**NOTICE OF MOTION  
(Returnable September 17, 2021)**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

Craig A. Mills LSO#: 40947B  
Tel: 416.595.8596  
Fax: 416.595.8695  
Email: cmills@millerthomson.com

Lawyers for the Applicant

TAB 2

Court File No.: CV-21-00665781-00CL

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

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS AMENDED**

**BETWEEN:**

**THE FOREST ROAD COMPANY, LLC**

**Applicant**

**- and -**

**SKYLINE 2 PRODUCTIONS INC.**

**Respondent**

**FIRST REPORT OF INTERIM RECEIVER  
DATED SEPTEMBER 15, 2021**

**INTRODUCTION AND BACKGROUND**

1. Pursuant to section 47 of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*, on August 17, 2021 the Ontario Superior Court of Justice (Commercial List) issued an order (the “**Appointment Order**”) appointing MNP Ltd. (“**MNP**” or the “**Interim Receiver**”) as interim receiver of all of the assets, undertakings, and properties of Skyline 2 Productions Inc. (“**Skyline 2**” or the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”) until the earlier of (i) 30 days from the



date of the Appointment Order and (ii) the appointment of a receiver or a licensed insolvency trustee in respect of the Property. A copy of the Appointment Order is attached hereto as **Appendix “A”**.

2. Based on the affidavit sworn by Idan Shani, dated July 16, 2021 (the “**Shani Affidavit**”) filed in support of the Interim Receiver’s appointment:

(a) Skyline 2, is an Ontario corporation and is extraprovincially registered in British Columbia. Skyline 2 carries on business as a film production company and is the producer of a series entitled “Ed Quinn Vs.” (the “**Production**”);

(b) David Strause (“**Strause**”) and John Walters are the directors of Skyline 2;

(c) Skyline 2 had claimed certain refunds earned under the British Columbia Production Services Tax Credit (“**BC Tax Credits**”) and Canadian Federal Production Services Tax Credit (“**Canadian Tax Credits**”) and together with BC Tax Credits, the “**Tax Credits**”) programs in respect to the Production;

(d) the Forest Road Company, LLC (“**FRC**”), the Applicant in this proceeding, is owed approximately US\$1.4 million by Skyline 2;

(e) FRC’s loan was secured by both a general security agreement and, in particular, the assignment of certain Tax Credits and the proceeds realized from such Tax Credits

(the “**Tax Credit Proceeds**”) related to the Production;

(f) on October 18, 2019, FRC registered its security interest against the Debtor pursuant to the *Personal Property Security Act* (Ontario) and the *Personal Property Security Act* (British Columbia). In Ontario, FRC is the first secured creditor as Actra Performers’ Rights Society has subordinated its registered security interest to FRC’s security pursuant to an Acknowledgment and Confirmation dated November 5, 2019. In British Columbia, FRC is the only registrant against Skyline 2;

(g) as further detailed in the Shani Affidavit, FRC was unable, despite its efforts, to obtain information about the status of the Tax Credits from the Debtor, Canada Revenue Agency (“**CRA**”) or from Baker Tilly WM LLP (“**Baker Tilly**”), the Debtor’s accountants; and

(h) in order to protect and preserve its security in the Tax Credits and obtain information in respect of the Tax Credits, FRC sought, and obtained the Appointment Order.

A copy of the Shani Affidavit (narrative only) is attached as **Appendix “B”**.

3. The publicly available documents related to these proceedings are posted on the Interim Receiver's website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/skyline?> (the "Case Website").

## PURPOSE

4. The purposes of this report to the Court are to, *inter alia*:
  - (a) provide information with respect to the activities of the Interim Receiver, including its efforts to obtain information concerning the Tax Credits;
  - (b) report on the status of the Tax Credits;
  - (c) provide information in support of an order, *inter alia*:
    - (i) approving the activities of the Interim Receiver to date, as described in this report;
    - (ii) approving the professional fees and disbursements of the Interim Receiver as set out in the fee affidavit of Sheldon Title and the estimates with respect to the remaining fees and disbursements to complete the matter;
    - (iii) terminating the interim receivership (the "Interim Receivership") and discharging the Interim Receiver with respect to the Property;

- (iv) releasing the Interim Receiver from any and all liability, arising out of its actions as Interim Receiver, save and except for any acts of gross negligence or wilful misconduct on the part of the Receiver; and
- (v) authorizing the Interim Receiver to seek the advice and direction of the Court in respect to the completion of its administration of the receivership, including in respect to any additional information received from CIBC and/or the Royal Bank of Canada.

#### **Terms of Reference**

5. The information MNP relied upon in developing and preparing this report was:
  - (a) obtained from FRC, including as was set out in the Shani Affidavit;
  - (b) provided by Baker Tilly;
  - (c) provided by Canadian Imperial Bank of Commerce (“CIBC”), Bank of Nova Scotia (“BNS”) and Royal Bank of Canada (“RBC”);
  - (d) provided by Strause, in his capacity as one of Skyline 2’s directors;
  - (e) provided by representatives of CRA;

- (f) obtained through publicly available information, such as *Personal Property Security Act* registry searches, internet searches, etc.; and
- (g) otherwise available to MNP in its capacity as Receiver.

(collectively, the “**Information**”)

- 6. Except as described in this Report, the Interim Receiver has not audited, reviewed or otherwise attempted to verify the accuracy and completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant’s Handbook.

## RECEIVER’S ACTIVITIES TO DATE

- 7. Immediately upon and following its appointment, the Interim Receiver:
  - (a) posted documents related to the Interim Receivership to the Case Website;
  - (b) entered into telephone conversations and written correspondence with CRA;
  - (c) entered into telephone conversations and written correspondence with each of BNS, CIBC and RBC to have them supply the Interim Receiver with copies of Skyline 2’s bank statements and provide the Interim Receiver with the status of any active bank accounts;



- (d) requested delivery of Skyline 2’s books and records from Baker Tilly;
- (e) sent an email to Creative BC to gather additional information concerning the Tax Credits;
- (f) as described in greater detail below, sent an email message to Strause to notify him of the Interim Receivership and his duties and obligations as a director under the Appointment Order and entered into meetings, held virtually with Strause;
- (g) had ongoing communications with representatives of FRC and its counsel concerning the status of the Interim Receivership; and
- (h) undertook additional protective measures, as required.

#### TAX CREDITS OVERVIEW

8. CRA provided the Interim Receiver with a detailed statement of Skyline 2’s corporate tax account, which included a summary of certain of the Tax Credits that FRC was relying upon for repayment of the loan. These Tax Credits are summarized below:

Tax Period	BC Tax Credit (\$)	Canadian Tax Credits (\$)	Total Tax Credits (\$)	Date of Refund
2018-09-01 to 2019-08-31	1,521,888	248,178	1,770,066	November 13, 2020 (the “November, 2020 Refund”)

2017-09-01 to 2018-08-31	2,003,396	314,287	2,317,683	February 15, 2020 (the "February, 2020 Refund")
2016-09-01 to 2017-08-31	1,710,285	268,227	1,978,512	February 15, 2020

9. On August 19, 2021, CRA supplied the Interim Receiver with copies of the cashed cheques in respect of the refunds reflected above. Skyline 2 presented the November, 2020 Refund and the February, 2020 Refund, representing the Tax Credit Proceeds, for deposit at CIBC and RBC, on November 20, 2020 and April 7, 2020, respectively.
10. CRA initially held the February, 2020 Refund due to Skyline 2's non-compliance with its filing GST/HST returns. The refund was issued on April 1, 2020 after Skyline 2 brought its GST/HST tax filings current.

#### **MEETINGS WITH DAVID STRAUSE**

11. After CRA advised the Interim Receiver that the Tax Credit Proceeds had been paid out to Skyline 2 in April and November, 2020, the Interim Receiver turned its focus to investigating whether any of the Tax Credit Proceeds remained available.
12. The Interim Receiver reached Strause by telephone on August 18, 2021. Strause advised

the Interim Receiver that, among other things, the Tax Credit Proceeds were no longer in Skyline 2's bank accounts or otherwise available.

13. The Interim Receiver met again with Strause on August 20, 2021 via a Microsoft Teams meeting. During this meeting, Strause further advised the Interim Receiver that:

- (a) there are no further Tax Credits to be processed beyond those already claimed by Skyline 2;
- (b) Skyline 2 had no other assets;
- (c) that he is looking for Skyline 2's books and records; and
- (d) he requested that the Interim Receiver provide him with questions in writing before attending a further meeting.

#### **ACCOUNTING FOR THE TAX CREDIT PROCEEDS**

14. Based on the information derived from the cashed refund cheques supplied by CRA, the refund cheques appeared to have been negotiated at CIBC. Accordingly, on August 19 2021, the Interim Receiver directed correspondence to CIBC seeking duplicate copies of Skyline 2's bank statements.



15. CIBC responded by providing the Interim Receiver with copies of the duplicate bank statements that provided an accounting of the sources and uses of funds relating to the November, 2020 Refund, copies of which are attached hereto as **Appendix "C"**. The Interim Receiver has requested from CIBC further particulars relating to the wire transfers and has been advised by CIBC that it is processing the request for this information.
16. The Interim Receiver made further inquiries of CIBC in respect of the February, 2020 Refund, which resulted in CIBC informing the Interim Receiver that the account number referenced on the back of the cashed cheque was an invalid CIBC account number and that the refund cheque was cashed at RBC.
17. Upon learning of this, on September 7, 2021, the Interim Receiver wrote to RBC to request a reporting of the banking activity related to the February, 2020 Refund. On September 13, 2021, RBC provided the Interim Receiver with copies of duplicate bank statements and advised the Interim Receiver that Skyline 2's accounts were closed in July, 2020. After reviewing these statements, the Interim Receiver requested from RBC further particulars relating to the wire transfers made from Skyline 2's US currency account. RBC has advised the Interim Receiver that it is processing the request.
18. Based on the information supplied by CIBC, the following table provides an accounting for the source and use of the November, 2020 Refund:

Description	CIBC Cdn \$ Activity	CIBC US \$ Activity
Tax Credit Proceeds	1,774,472.39 <sup>1</sup>	0
Transfers between Skyline 2 bank accounts	(1,773,772.00)	1,356,383.53
Transfer to Garbo Holdings LLC	0	(1,351,000.00)
Transfer to Strause	0	(5,000.00)
Bank Charges	(168.38)	(62.50)
<b>Balance in CIBC Bank Accounts</b>	<b>\$532.01</b>	<b>\$321.03</b>

As noted in subparagraph 2(b) above, Strause is a director of Skyline 2. Strause and Garbo Holdings LLC, among others, executed guarantees in favour of FRC in respect to Skyline 2's obligations under the Loan (see Paragraph 13 of the Shani Affidavit).

---

<sup>1</sup> The Tax Credit Proceeds includes interest of \$4,406.39

19. Based on the information supplied by RBC, the following table provides an accounting for the source and use of the February, 2020 Refund:

Description	RBC Cdn \$ Activity	RBC US \$ Activity
Tax Credit Proceeds	4,306,726.22	
Transfers between Skyline 2 bank accounts	(4,281,514.92)	3,048,915.00
Account Transfers	5.52	5.00
Wire transfers	0	(3,048,938)
Direct Deposits (transfers to vendors)	(24,899.00)	0
Bank Charges	(320.62)	(6.75)

#### CURRENT STATUS OF BANK ACCOUNTS

20. Based on the information supplied by CIBC and RBC, there remains approximately \$532 and \$321 in Skyline 2's CIBC Canadian and US currency accounts, respectively and \$0 at RBC (collectively, the "**Funds on Deposit**").

## **OTHER BOOKS AND RECORDS**

21. The Shani Affidavit referred to Baker Tilly having been involved with preparing the tax returns associated with the Tax Credits. As noted above, the Interim Receiver contacted Baker Tilly, who supplied the Interim Receiver with the following documents:
- (a) Skyline 2's corporate income tax returns for 2017, 2018 and 2019; and
  - (b) Related general ledgers.
22. The information provided by Baker Tilly indicated that Skyline 2's principal asset was the Tax Credits. Skyline 2's liabilities include obligations to FRC and Garbo Holdings LLC.

## **REMAINING DUTIES**

23. The Interim Receiver has shared its findings with FRC. After consulting FRC and its counsel, FRC advised the Interim Receiver that it had now obtained sufficient information concerning the status of the Tax Credits and the Tax Credit Proceeds and requested that the Interim Receiver proceed to its discharge.
24. Should the Court approve the Interim Receiver's activities to date, terminate the Interim Receivership and issue the Order requested herein, the Interim Receiver's duties would

be limited to obtaining the additional information from RBC concerning the wire transfers and requesting that CIBC forward the Funds on Deposit to the Interim Receiver (the “**Remaining Duties**”). The Funds on Deposit would be applied to the Interim Receiver’s fees and disbursements, as described in greater detail below.

25. The Interim Receiver will review any additional information it receives from CIBC and RBC and wishes to reserve the right to seek the advice and direction of the Court in respect to the completion of its administration of the receivership, including in respect to this information.

#### **RECEIVER’S FEES AND DISBURSEMENTS**

26. Prior to the Interim Receivership, FRC provided the Interim Receiver with a retainer in the amount of \$15,000.
27. The Interim Receiver has issued one (1) invoice for the period from June 18, 2021 to September 14, 2021 totalling \$13,318.30 exclusive of HST. Attached as **Appendix “D”** is the affidavit of Sheldon Title, sworn September 15, 2021, as to the fees of the Interim Receiver (the “**Fee Affidavit**”).
28. Subject to there being no complexities or complications, the Interim Receiver estimates additional fees and expenses of \$2,000 plus HST to complete its administration of the



Interim Receivership.

## **RECOMMENDATIONS**

29. For the reasons set out above, the Interim Receiver recommends to this Court that an Order be granted:

- (a) terminating the Interim Receivership;
- (b) approving the activities of the Interim Receiver to date, as described in this report to this Court;
- (c) approving the professional fees and disbursements of the Interim Receiver, as set out in the Fee Affidavit, and the estimates with respect to the remaining fees and disbursements to complete the estate herein;
- (d) directing the CIBC to forward the Funds on Deposit to the Interim Receiver, which shall be applied to the Interim Receiver's fees and disbursements;
- (e) discharging the Interim Receiver with respect to the undertaking, property and assets of the Debtor;
- (f) releasing the Interim Receiver from any and all liability, arising out of its

actions as Interim Receiver, save and except for any acts of gross negligence or wilful misconduct on the part of the Interim Receiver; and

- (g) authorizing the Interim Receiver to seek the advice and direction of the Court in respect to the completion of its administration of the receivership, including in respect to any additional information received from CIBC and/or the Royal Bank of Canada.

All of which is respectfully submitted this 15<sup>th</sup> day of September, 2021.

**MNP Ltd., solely in its capacity as Court-Appointed Interim Receiver of Skyline 2 Productions Inc. and not in its personal or corporate capacities**

Per:



Sheldon Title, CPA, CA, CIRP, LIT  
Senior Vice-President

## Appendix "A"



Court File No. CV-21-00665781-00CL

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

THE HONOURABLE MR.	)	TUESDAY, THE 17 <sup>TH</sup>
	)	
JUSTICE CAVANAGH	)	DAY OF AUGUST , 2021

**THE FOREST ROAD COMPANY, LLC.**

Applicant

- and -

**SKYLINE 2 PRODUCTIONS INC.**

Respondent

**ORDER**  
**(appointing Interim Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 47(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 MNP Ltd. (“**MNP**”) as interim receiver (in such capacity, the “**Interim Receiver**”) without security, of all of the assets, undertakings and properties of Skyline 2 Productions Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this by videoconference due to the COVID-19 crisis.

ON READING the affidavit of Idan Shani sworn July 16, 2021 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for the Debtor

although duly served as appears from the affidavit of service of Maureen McLaren sworn July 22, 2021 and on reading the consent of MNP to act as the Interim Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 47(1) of the BIA and section 101 of the CJA, MNP is hereby appointed Interim 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**”) until the earlier of (i) [30 days from date of order] and (ii) the appointment of a receiver or a licensed insolvency trustee in respect of the Property.

### **INTERIM RECEIVER’S POWERS**

3. THIS COURT ORDERS that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim 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 preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) 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 Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (d) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor, to deposit such monies in a separate bank account controlled by the Interim Receiver and pay such disbursements that are necessary for the continued operation of the business of the Debtor;
- (e) to execute, assign, issue and endorse documents of whatever nature in respect of any Property, whether in the Interim Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (f) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (h) 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 Interim Receiver, in the name of the Debtor;
- (i) to inquire into and report to the Applicant and the Court on the financial condition of the Debtor and the Property and any material adverse developments relating to the financial condition of the Debtor and/or the Property; and
- (j) 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 Interim 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 INTERIM 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, including, but not limited to, Baker Tilly WM LLP, the Canada Revenue Agency, Canadian Audio-Visual Certification Office, Creative BC and BC Ministry of Tourism, Arts and Culture (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim 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 Interim Receiver, shall promptly advise the Interim Receiver as to the status of any audits or tax refunds that they are processing on behalf of, or have been applied for by the Debtor, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Interim Receiver of the existence of any client records ("**Client Records**"), 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, subject to Paragraph 6A, provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim 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 Interim 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 Interim Receiver for the purpose of allowing the Interim 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 Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. 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 Interim 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**

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim 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 Interim Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Interim 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 INTERIM RECEIVER**

10. 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 Interim Receiver or leave of this Court.

## **CONTINUATION OF SERVICES**

11. 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 Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtor' 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 Interim 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 Interim Receiver, or as may be ordered by this Court.

## **INTERIM RECEIVER TO HOLD FUNDS**

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim 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 Interim Receiver (the "**Post Interim Receivership Accounts**") and the monies standing to the credit of such Post Interim Receivership Accounts from time to time,



net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor. The Interim 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 Interim 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*.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

14. THIS COURT ORDERS that nothing herein contained shall require the Interim 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 Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything

done in pursuance of the Interim 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 INTERIM RECEIVER'S LIABILITY**

15. THIS COURT ORDERS that the Interim 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 Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **INTERIM RECEIVER'S ACCOUNTS**

16. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "**Interim 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 Interim 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.

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

18. THIS COURT ORDERS that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim 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 INTERIM RECEIVERSHIP**

19. THIS COURT ORDERS that the Interim 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 \$25,000 (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 Interim 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 “**Interim 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 Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

22. THIS COURT ORDERS that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim 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 Interim Receiver's Certificates.

### **SERVICE AND NOTICE**

23. 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: ‘[www.mnpdebt.ca/en/corporate/corporate-engagements/skyline2](http://www.mnpdebt.ca/en/corporate/corporate-engagements/skyline2)’.

24. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim 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’ 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**

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

26. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a licensed insolvency trustee of the Debtor.

27. 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 Interim 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 Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

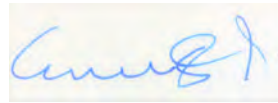
28. THIS COURT ORDERS that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim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

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

30. 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 Interim 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.

31. THIS COURT ORDERS that the Interim Receiver, its counsel and counsel for the Applicant are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested

parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).



Digitally signed by  
Mr. Justice Cavanagh

---

## SCHEDULE “A”

### INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that MNP Ltd., the interim receiver (the “**Interim Receiver**”) of the assets, undertakings and properties Skyline 2 Productions Inc. 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 17<sup>th</sup> day of August, 2021 (the “**Order**”) made in an action having Court file number CV-21-00665781-00CL, has received as such Interim Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Interim 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 Interim 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 Interim 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 Interim



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 Interim 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 Interim 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 \_\_\_\_\_, 2021.

MNP Ltd., solely in its capacity  
as Interim Receiver of the Property, and not in  
its personal capacity

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

## Appendix "B"

Court File No.:

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

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS  
AMENDED

BETWEEN:

THE FOREST ROAD COMPANY, LLC

Applicant

- and -

SKYLINE 2 PRODUCTIONS INC.

Respondent

**AFFIDAVIT OF IDAN SHANI  
(sworn JULY 16, 2021)**

I, Idan Shani, of the City of New York, in the State of New York, in the United States of America, MAKE OATH AND SAY:

1. I am the Chief Operating Officer and Chief Financial Officer for the Applicant, The Forest Road Company, LLC (“**FRC**” or the “**Applicant**”) and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my own personal knowledge and are true. Where I depose based upon information and belief obtained from others, I have stated the source of that information and belief and I believe it to be true.

2. I make this Affidavit in support of FRC’s application for the appointment of MNP Ltd. (“**MNP**”) as the proposed interim receiver (the “**Proposed Interim**

**Receiver**) of the assets, undertaking and business of the Respondent, Skyline 2 Productions Inc. ("**Skyline 2**" or the "**Debtor**") pursuant to section 47 of *Bankruptcy and Insolvency Act* (the "**BIA**") and section 101 of the *Courts of Justice Act* (the "**CJA**") on the basis that the appointment of an interim receiver is necessary to preserve and protect, among other things, the Respondent's business, assets, books and records.

3. As is set out in more detail below:

- (a) The Applicant is owed approximately \$1.4 million USD pursuant to the terms of the Loan (as defined below);
- (b) The Loan was secured by both a general security agreement and, in particular, the assignment of certain Tax Credits and Tax Credit Proceeds (both defined below) under the British Columbia Production Services Tax Credit and Canadian Federal Production Services Tax Credit related to the production of a television series;
- (c) The Loan has come due and the Debtor has failed to repay the Loan or provide any information regarding the status of the Tax Credits or the Tax Credit Proceeds;
- (d) Despite the fact that the Tax Credits and Tax Credit Proceeds were assigned to FRC, FRC has been unable, despite multiple efforts, to obtain any information about their status from the Debtor, Canada Revenue Agency ("**CRA**") or the Debtor's accountants; and

- (e) As a result, FRC is extremely concerned about a deterioration of its security position and is seeking the appointment of the Proposed Interim Receiver to preserve and protect its security and obtain information from the Debtor, CRA and the Debtor's accountants regarding the Tax Credits.

### ***The Parties***

4. The Applicant, FRC, is a specialty finance company that, among other things, makes loans to film production companies secured by tax credits. FRC's principal office is located in New York City, U.S.A.

5. The Debtor, Skyline 2, is an Ontario corporation and is extraprovincially registered in British Columbia. Skyline 2 carries on business as a film production company. Skyline 2 is the producer of a series entitled "Ed Quinn Vs." (the "**Production**"). I attach as **Exhibit A** a copy of the corporate profile report for Skyline 2.

6. To the best of my knowledge, the directors of Skyline 2 are David G. Strause and John Walters.

### **Loan and Security**

7. On September 25, 2019, FRC, as lender, and Skyline 2, as borrower, entered into a Term Sheet and Term Sheet Addendum (collectively, the "**Term Sheet**"). The Term Sheet contemplates that FRC would provide funding to Skyline 2 of up to the United States dollar equivalent of forty percent (40%) of the expected refund amount

of certain film production tax credits earned under the British Columbia Production Services Tax Credit and Canadian Federal Production Services Tax Credit (collectively, the "**Tax Credits**") in respect to the Production, not exceeding one million U.S. dollars (USD\$1,000,000), subject to adjustments (the "**Loan**"). Now shown to me and attached as **Exhibit B** are copies of the Term Sheet and Term Sheet Addendum.

8. The Term Sheet provides that the amount to be repaid by Skyline 2 is an amount equal to: (i) 114% of the loan amount, plus (ii) any default interest and any reasonable costs of enforcement or collection incurred by the Lender (the "**Repayment Amount**"). The maturity date under the Term Sheet ("**Maturity Date**") is the earlier of: (a) one (1) year from the date of the initial advance, (b) three (3) business days after the date any proceeds from the Tax Credits are received, or (c) upon an event of default. The initial advance was made on November 12, 2019.

9. In connection with the Term Sheet, Skyline 2 executed a promissory note in favour of FRC on October 25, 2019 (the "**Promissory Note**"). Pursuant to the terms of the Promissory Note, it acknowledged that it is indebted to and promised to pay FRC the principal amount of \$1,000,000 USD plus interest on demand. A copy of the Promissory Note is attached as **Exhibit C**.

10. Skyline 2's obligations under the Loan are secured by a security interest pursuant to a General Security Agreement executed by Skyline 2 on October 25, 2019 (the "**GSA**"). Under the GSA, Skyline 2 granted a security interest in favour of

the Applicant over all of its property, assets and undertaking, including the Tax Credits (the “**Property**”). A copy of the GSA is attached hereto as **Exhibit D**.

11. The GSA provides that FRC may appoint a receiver upon default by a debtor in any of its obligations under the Loan documents.

12. On October 18, 2019, FRC registered its security interest against the Debtor pursuant to the *Personal Property Security Act* (Ontario) and the *Personal Property Security Act* (British Columbia). In Ontario, FRC is the first secured creditor as Actra Performers’ Rights Society (“**Actra**”) has subordinated its registered security interest to FRC’s security pursuant to an Acknowledgment and Confirmation dated November 5, 2019 (the “**Actra Subordination**”). In British Columbia, FRC is the only registrant against Skyline 2. Copies of the PPSA search results as against Skyline 2 in Ontario and British Columbia are attached to my affidavit as **Exhibit E**. A copy of the Actra Subordination is attached as **Exhibit F**.

13. In support of the Loan, Garbo Holdings LLC, Vitality Visual Effects LLC, David G. Strause, and Linda L. Strause (collectively, the “**Guarantors**”) executed guarantees in favour of FRC in respect to Skyline 2’s obligations under the Loan.

### **Assignment of the Tax Credits**

14. As noted in the Term Sheet, FRC agreed to advance the Loan on the basis that Skyline 2 was entitled to and would receive Tax Credits from the British

Columbia Production Services Tax Credit and Canadian Federal Production Services Tax Credit.

15. As part of the loan transaction, Skyline 2 executed an Assignment dated October 25, 2019 (the “**Assignment**”) by which it irrevocably assigned the Tax Credits and their proceeds (the “**Tax Credit Proceeds**”) as security to FRC. Under the terms of the Assignment, Skyline 2 covenanted to file tax returns in any taxation year for which Tax Credit Proceeds may be claimed, provide any documentation as required by FRC to facilitate the assignment of the Tax Credit Proceeds and authorize communication with CRA and hold the Tax Credit Proceeds in trust for FRC. A copy of the Assignment is attached hereto as **Exhibit G**.

16. In addition, Skyline 2 executed: (i) a direction (“**Direction**”) authorizing Canada Revenue Agency (“**CRA**”), the Canadian Audio-Visual Certification Office, Creative BC and the BC Ministry of Tourism, Arts and Culture (collectively, the “**Tax Authorities**”) to pay the Tax Credit Proceeds to FRC; (ii) a Power of Attorney in favour of FRC (“**POA**”); and (iii) a consent (“**Consent**”) authorizing FRC to communicate with CRA to obtain information regarding the Tax Credits and the Tax Credit Proceeds. Copies of the Direction, POA and Consent are attached as **Exhibits H, I and J**.



### **Efforts to Obtain Information on the Tax Credits**

17. Beginning in December 2019, FRC began to make inquiries of Skyline 2 on the timing of the filing of the Debtor's tax returns in order to ascertain the timing for the Tax Credits.

18. In that regard, FRC made inquiries through the Debtor's tax accountants, Baker Tilly Canada ("**Baker Tilly**"), in January 2020. Baker Tilly confirmed that Skyline 2's tax returns were filed and that they were in the pre-assessment period.

19. I am advised by Divya Shahani of Miller Thomson LLP, counsel for FRC, and believe that on April 2, 2020 she reached out to Inderpreet Mand of Baker Tilly to get an update on the status of the Debtor's tax returns. Ms. Mand advised her that the returns had been assessed and that cheques in respect to the Tax Credits had actually been issued. However, as the cheques had been sent to the wrong address (as the unit number had not been included in the tax filing), Ms. Mand indicated that the cheques had to be reissued so that they could be sent to Skyline's Toronto office.

20. I am further advised by Ms. Shahani and believe that she spoke with Ms. Mand again on April 7, 2020 regarding the timing of the reissued cheque. Ms. Mand advised her that the timing would be impacted by the restrictions and office closings resulting from the COVID-19 pandemic. As processing entertainment tax credits were considered to be a "non-essential service", Ms. Mand advised her that she could not give Ms. Shahani a timeline on when the new cheque would be reissued.

21. In light of the issues with the cheque and to ensure that the Tax Credit Proceeds were paid directly to FRC, FRC requested in June 2020 that Skyline 2 jointly setup and execute an account control agreement as a protective measure. Although Skyline 2 did execute documentation to setup such controlled account, it ceased all communication shortly thereafter.

22. At the same time, FRC continued its efforts to get information from Skyline 2, Baker Tilly and CRA regarding the status of the Tax Credits. However, despite its best efforts, FRC was unable to get any further information from the Debtor and Baker Tilly.

23. Further, FRC was unable to get any information on the Debtor's tax account from CRA despite the fact that the Debtor had executed a Consent authorizing CRA to provide information to FRC. Apparently, CRA had adopted a new consent form (AUT-01) which replaced the original form (known as an RC-59). As the Consent executed by the Debtor was not in the current form, I understand that it was not recognized by CRA.

24. To rectify this, FRC requested in October 2020 and onward that Skyline 2 execute the new consent form and to authorize Baker Tilly to provide information to FRC on the status of the Tax Credits. However, Skyline 2 never did so.

25. By email dated October 27, 2020, Emilio Mauro, an officer of Skyline 2, advised that Skyline 2 had engaged a lawyer to assist in FRC's inquires and requests for the authorization and information. Mr. Mauro advised that the lawyer would be

reaching out to FRC to deal with these inquiries. I attach as **Exhibit K** a copy of Mr. Mauro's email dated October 27, 2020.

26. I am advised by Ariana Assaf, an employee of FRC, and believe that it was not until November 6, 2020 that she and other members of the FRC team were able to speak with Lawrence Ecoff, the lawyer engaged by Skyline 2, about FRC's requests that Skyline 2 execute the AUT-01 (the new Consent required by CRA) and authorize Baker Tilly to speak with FRC. At the conclusion of the call, I am advised by Ms. Assaf and believe that it was her understanding that Mr. Ecoff would review these requests with his client and attempt to cooperate with FRC.

27. Despite Ms. Assaf's persistent follow up with Mr. Ecoff in the following weeks, I am advised by Ms. Assaf that she did not hear back from him or his client on these requests.

28. Aside from Ms. Assaf discovering in late October 2020 that CRA was moving forward with an audit, FRC has been unable to get the Debtor's cooperation or any clear information on the status of the Tax Credits.

### **The Default and Demands for Payment**

29. The Maturity Date for the Loan was November 12, 2020.

30. By letter dated November 18, 2020 (the "**Demand Letter**"), FRC provided notice of Skyline 2's default under the Loan and demanded payment. The events of default noted in the Demand Letter included the Debtor's nonpayment of the Loan, its

failure to comply with FRC's requests that a fresh consent be signed and Skyline 2's failure to provide clear information about the status of the refund or the Tax Credits. I attach as **Exhibit L** a copy of the November 18<sup>th</sup> Demand Letter.

31. By letter dated June 21, 2021, Miller Thomson LLP, counsel for FRC, issued a further demand for payment to Skyline 2 and delivered a Notice of Intention to Enforce Security pursuant to section 244 of the BIA. A copy of Miller Thomson's letter dated June 21, 2021 is attached as **Exhibit M**.

32. Skyline 2 has failed to respond to either of these letters.

### **The Indebtedness**

33. As of June 18, 2021, the outstanding amount due and owing under the Loan to FRC is \$1,396,061 USD, inclusive of accrued interest and costs (the "**Indebtedness**").

34. Skyline 2 has failed to pay the Indebtedness and any other amounts owing and due under the Term Sheet and the Promissory Note

### **FRC's Concerns and Need for a Receiver**

35. FRC has made every effort to obtain information from the Debtor, Baker Tilly and CRA regarding the status of the Tax Credits and the Tax Credit Proceeds. It has given Skyline 2 every opportunity to cooperate with FRC by way of executing a fresh

consent for CRA and providing authorization to Baker Tilly to communicate with FRC. However, Skyline 2 and its principals have been completely non-responsive.

36. In light of Skyline 2's breaches and defaults under the terms of the Loan and the lack of cooperation from its management, FRC has completely lost trust and confidence in the Debtor. It is also very concerned about the status of the Tax Credits Proceeds as they are a significant asset under FRC's security.

37. On the basis of the details set out above, the appointment of the Proposed Interim Receiver is: (1) necessary and urgent to ensure the conservation and protection of the Debtor's estate for the benefit of all creditors of the Debtor, including the Applicant; and (2) just and convenient in these circumstances;

38. The appointment of the Proposed Interim Receiver would also facilitate communications with the Debtor, CRA and the Debtor's accountants regarding the status of the Tax Credits and any ongoing audits.

39. MNP is a licensed insolvency trustee and has consented to being appointed as an interim receiver, without security, of all assets, property and undertaking of Skyline 2. A copy of its Consent to act as Receiver is attached at Tab 3 to the Motion Record.

40. I make this affidavit in support of FRC’s application to appoint MNP as interim receiver of the assets, property and undertakings of the Debtor and for no other or improper purpose.

**SWORN BEFORE ME:**  in person  by video conference

by Idan Shani at the City of Dix Hills, New York, in the United States of America, before me at the City of Toronto, in the Province of Ontario, on July 16, , 2021, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

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

DocuSigned by:  
*Craig Mills*  
EE378B46B4B142A...  
\_\_\_\_\_  
Signature of Commissioner (*or as may be*)  
Craig Mills

DocuSigned by:  
*Idan Shani*  
B849BDDF8D0F4EA...  
\_\_\_\_\_  
Idan Shani

## Appendix "C"



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Dec 1 to Dec 31, 2020

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
02-17514

**Branch transit number**  
02400

### Account summary

Opening balance on Dec 1, 2020		\$5,072.89
Withdrawals	-	631,007.25
Deposits	+	631,837.83
<b>Closing balance on Dec 31, 2020</b>	<b>USD =</b>	<b>\$5,903.47</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

[www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Dec 1</b>	<b>Opening balance</b>			<b>\$5,072.89</b>
Dec 1	CREDIT MEMO TRANSFER CAD TO USD AT RATE 1. 3048 CONTRACT 119671		631,837.83	636,910.72
Dec 2	WIRE PAYMENT0355220 Garbo Holdings LLC	606,000.00		30,910.72
Dec 17	WIRE PAYMENT0545497 Garbo Holdings LLC	25,000.00		5,910.72
Dec 31	SERVICE CHARGE FULL-SERVICE	1.25		5,909.47
	ACCOUNT FEE	6.00		5,903.47
	<b>Closing balance</b>			<b>\$5,903.47</b>



## CIBC Account Statement

Dec 1 to Dec 31, 2020

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Nov 1 to Nov 30, 2020

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
02-17514

**Branch transit number**  
02400

### Account summary

Opening balance on Nov 1, 2020		\$0.00
Withdrawals	-	720,007.25
Deposits	+	725,080.14
<b>Closing balance on Nov 30, 2020</b>	<b>USD =</b>	<b>\$5,072.89</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

[www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Nov 1</b>	<b>Opening balance</b>			<b>\$0.00</b>
Nov 25	CREDIT MEMO TRANSFER CAD TO USD AT RATE 1. 3102 CONTRACT 117191		725,080.14	725,080.14
Nov 27	WIRE PAYMENT0308268 Garbo Holdings LLC	450,000.00		275,080.14
Nov 30	WIRE PAYMENT0328686 Garbo Holdings LLC	270,000.00		5,080.14
	SERVICE CHARGE FULL-SERVICE	1.25		5,078.89
	ACCOUNT FEE	6.00		5,072.89
	<b>Closing balance</b>			<b>\$5,072.89</b>

## CIBC Account Statement

Nov 1 to Nov 30, 2020

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Sep 1, 2021

**Account number**

02-17514

**Branch transit number**

02400

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

### Account summary

Opening balance on Sep 1, 2021		\$321.03
Withdrawals	-	0.00
Deposits	+	0.00
<b>Closing balance on Sep 1, 2021</b>	<b>USD =</b>	<b>\$321.03</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**

1 800 465 7401

**Outside Canada and the U.S.**

1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Sep 1	Opening balance			\$321.03
	Closing balance			\$321.03

## CIBC Account Statement

Sep 1, 2021

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Aug 1 to Aug 31, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**

02-17514

**Branch transit number**

02400

### Account summary

Opening balance on Aug 1, 2021		\$327.03
Withdrawals	-	6.00
Deposits	+	0.00
<b>Closing balance on Aug 31, 2021</b>	<b>USD =</b>	<b>\$321.03</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**

1 800 465 7401

**Outside Canada and the U.S.**

1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Aug 1	Opening balance			<b>\$327.03</b>
Aug 31	ACCOUNT FEE	6.00		321.03
	<b>Closing balance</b>			<b>\$321.03</b>

## CIBC Account Statement

Aug 1 to Aug 31, 2021

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Jul 1 to Jul 31, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
02-17514

**Branch transit number**  
02400

### Account summary

Opening balance on Jul 1, 2021		\$333.03
Withdrawals	-	6.00
Deposits	+	0.00
<b>Closing balance on Jul 31, 2021</b>	<b>USD =</b>	<b>\$327.03</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

[www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Jul 1	Opening balance			<b>\$333.03</b>
Jul 30	ACCOUNT FEE	6.00		327.03
	<b>Closing balance</b>			<b>\$327.03</b>



## CIBC Account Statement

Jul 1 to Jul 31, 2021

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Jun 1 to Jun 30, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**

02-17514

**Branch transit number**

02400

### Account summary

Opening balance on Jun 1, 2021		\$710.84
Withdrawals	-	377.81
Deposits	+	0.00
<b>Closing balance on Jun 30, 2021</b>	<b>USD =</b>	<b>\$333.03</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**

1 800 465 7401

**Outside Canada and the U.S.**

1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Jun 1</b>	<b>Opening balance</b>			<b>\$710.84</b>
Jun 17	CMO TRANSFER000000601558	371.81		339.03
Jun 30	ACCOUNT FEE	6.00		333.03
	<b>Closing balance</b>			<b>\$333.03</b>

## CIBC Account Statement

Jun 1 to Jun 30, 2021

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For May 1 to May 31, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**

02-17514

**Branch transit number**

02400

### Account summary

Opening balance on May 1, 2021		\$716.84
Withdrawals	-	6.00
Deposits	+	0.00
<b>Closing balance on May 31, 2021</b>	<b>USD =</b>	<b>\$710.84</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**

1 800 465 7401

**Outside Canada and the U.S.**

1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
May 1	Opening balance			<b>\$716.84</b>
May 31	ACCOUNT FEE	6.00		710.84
	<b>Closing balance</b>			<b>\$710.84</b>

## CIBC Account Statement

May 1 to May 31, 2021

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Apr 1 to Apr 30, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**

02-17514

**Branch transit number**

02400

### Account summary

Opening balance on Apr 1, 2021		\$885.47
Withdrawals	-	168.63
Deposits	+	0.00
<b>Closing balance on Apr 30, 2021</b>	<b>USD =</b>	<b>\$716.84</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**

1 800 465 7401

**Outside Canada and the U.S.**

1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Apr 1</b>	<b>Opening balance</b>			<b>\$885.47</b>
Apr 1	CMO TRANSFER000000710416	162.63		722.84
Apr 30	ACCOUNT FEE	6.00		716.84
	<b>Closing balance</b>			<b>\$716.84</b>

## CIBC Account Statement

Apr 1 to Apr 30, 2021

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

**For Mar 1 to Mar 31, 2021**

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
02-17514

**Branch transit number**  
02400

### Account summary

Opening balance on Mar 1, 2021		\$891.47
Withdrawals	-	6.00
Deposits	+	0.00
<b>Closing balance on Mar 31, 2021</b>	<b>USD =</b>	<b>\$885.47</b>

### Contact information

**☎ 1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

**🌐 www.cibc.com**

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Mar 1</b>	<b>Opening balance</b>			<b>\$891.47</b>
Mar 31	ACCOUNT FEE	6.00		885.47
	<b>Closing balance</b>			<b>\$885.47</b>



**CIBC Account Statement****Mar 1 to Mar 31, 2021****Account number:** 02-17514**Branch transit number:** 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Feb 1 to Feb 28, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
02-17514

**Branch transit number**  
02400

### Account summary

Opening balance on Feb 1, 2021		\$5,897.47
Withdrawals	-	5,006.00
Deposits	+	0.00
<b>Closing balance on Feb 28, 2021</b>	<b>USD =</b>	<b>\$891.47</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

[www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Feb 1</b>	<b>Opening balance</b>			<b>\$5,897.47</b>
Feb 25	WIRE PAYMENT0290075 David G Strause	5,000.00		897.47
Feb 26	ACCOUNT FEE	6.00		891.47
	<b>Closing balance</b>			<b>\$891.47</b>

## CIBC Account Statement

Feb 1 to Feb 28, 2021

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Jan 1 to Jan 31, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
02-17514

**Branch transit number**  
02400

### Account summary

Opening balance on Jan 1, 2021		\$5,903.47
Withdrawals	-	6.00
Deposits	+	0.00
<b>Closing balance on Jan 31, 2021</b>	<b>USD =</b>	<b>\$5,897.47</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Jan 1	Opening balance			<b>\$5,903.47</b>
Jan 29	ACCOUNT FEE	6.00		5,897.47
	<b>Closing balance</b>			<b>\$5,897.47</b>

## CIBC Account Statement

Jan 1 to Jan 31, 2021

Account number: 02-17514

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Dec 1 to Dec 31, 2020

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
13-93316

**Branch transit number**  
02400

### Account summary

Opening balance on Dec 1, 2020		\$824,463.67
Withdrawals	-	824,469.25
Deposits	+	0.00
<b>Closing balance on Dec 31, 2020</b>	<b>=</b>	<b>-\$5.58</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

[www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Dec 1</b>	<b>Opening balance</b>			<b>\$824,463.67</b>
Dec 1	DEBIT MEMO TRANSFER CAD TO USD AT RATE 1. 3048 CONTRACT 119671	824,422.00		41.67
Dec 2	SERVICE CHARGE WIRES OUTGOING NOVEMBER 2020	40.00		1.67
Dec 31	SERVICE CHARGE FULL-SERVICE ACCOUNT FEE	1.25 6.00		0.42 -5.58
	<b>Closing balance</b>			<b>-\$5.58</b>

**CIBC Account Statement****Dec 1 to Dec 31, 2020****Account number:** 13-93316**Branch transit number:** 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Nov 1 to Nov 30, 2020

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
13-93316

**Branch transit number**  
02400

### Account summary

Opening balance on Nov 1, 2020		\$0.00
Withdrawals	-	950,008.72
Deposits	+	1,774,472.39
<b>Closing balance on Nov 30, 2020</b>	<b>=</b>	<b>\$824,463.67</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

[www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Nov 1</b>	<b>Opening balance</b>			<b>\$0.00</b>
Nov 20	DEPOSIT		1,774,472.39	1,774,472.39
Nov 25	DEBIT MEMO TRANSFER CAD TO USD AT RATE 1. 3102 CONTRACT 117191	950,000.00		824,472.39
Nov 30	SERVICE CHARGE FULL-SERVICE	2.50		824,469.89
	DEPOSIT ITEM FEE 1 AT .22 1.0	0.22		824,469.67
	ACCOUNT FEE	6.00		824,463.67
	<b>Closing balance</b>			<b>\$824,463.67</b>



**CIBC Account Statement****Nov 1 to Nov 30, 2020****Account number:** 13-93316**Branch transit number:** 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Sep 1, 2021

**Account number**

13-93316

**Branch transit number**

02400

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

### Account summary

Opening balance on Sep 1, 2021		\$532.01
Withdrawals	-	0.00
Deposits	+	0.00
<b>Closing balance on Sep 1, 2021</b>	<b>=</b>	<b>\$532.01</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**

1 800 465 7401

**Outside Canada and the U.S.**

1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Sep 1	Opening balance			\$532.01
	Closing balance			\$532.01

## CIBC Account Statement

Sep 1, 2021

Account number: 13-93316

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Aug 1 to Aug 31, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
13-93316

**Branch transit number**  
02400

### Account summary

Opening balance on Aug 1, 2021		\$538.01
Withdrawals	-	6.00
Deposits	+	0.00
<b>Closing balance on Aug 31, 2021</b>	<b>=</b>	<b>\$532.01</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

[www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Aug 1	Opening balance			\$538.01
Aug 31	ACCOUNT FEE	6.00		532.01
	<b>Closing balance</b>			<b>\$532.01</b>

## CIBC Account Statement

Aug 1 to Aug 31, 2021

Account number: 13-93316

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Jul 1 to Jul 31, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
13-93316

**Branch transit number**  
02400

### Account summary

Opening balance on Jul 1, 2021		\$544.76
Withdrawals	-	6.75
Deposits	+	0.00
<b>Closing balance on Jul 31, 2021</b>	<b>=</b>	<b>\$538.01</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Jul 1</b>	<b>Opening balance</b>			<b>\$544.76</b>
Jul 6	SERVICE CHARGE NO OF TRANSFERS JUNE 2021	0.75		544.01
Jul 30	ACCOUNT FEE	6.00		538.01
	<b>Closing balance</b>			<b>\$538.01</b>

## CIBC Account Statement

Jul 1 to Jul 31, 2021

Account number: 13-93316

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Jun 1 to Jun 30, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
13-93316

**Branch transit number**  
02400

### Account summary

Opening balance on Jun 1, 2021		\$100.76
Withdrawals	-	6.00
Deposits	+	450.00
<b>Closing balance on Jun 30, 2021</b>	<b>=</b>	<b>\$544.76</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

[www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Jun 1</b>	<b>Opening balance</b>			<b>\$100.76</b>
Jun 17	CMO TRANSFER000000100255		450.00	550.76
Jun 30	ACCOUNT FEE	6.00		544.76
	<b>Closing balance</b>			<b>\$544.76</b>



**CIBC Account Statement****Jun 1 to Jun 30, 2021****Account number: 13-93316****Branch transit number: 02400**

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



# CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

**For May 1 to May 31, 2021**

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
13-93316

**Branch transit number**  
02400

## Account summary

Opening balance on May 1, 2021		\$107.51
Withdrawals	-	6.75
Deposits	+	0.00
<b>Closing balance on May 31, 2021</b>	<b>=</b>	<b>\$100.76</b>

## Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

[www.cibc.com](http://www.cibc.com)

## Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>May 1</b>	<b>Opening balance</b>			<b>\$107.51</b>
May 7	SERVICE CHARGE NO OF TRANSFERS APRIL 2021	0.75		106.76
May 31	ACCOUNT FEE	6.00		100.76
	<b>Closing balance</b>			<b>\$100.76</b>

## CIBC Account Statement

May 1 to May 31, 2021

Account number: 13-93316

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Apr 1 to Apr 30, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
13-93316

**Branch transit number**  
02400

### Account summary

Opening balance on Apr 1, 2021		-\$86.49
Withdrawals	-	6.00
Deposits	+	200.00
<b>Closing balance on Apr 30, 2021</b>	<b>=</b>	<b>\$107.51</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Apr 1</b>	<b>Opening balance</b>			<b>-\$86.49</b>
Apr 1	CMO TRANSFER000000100504		200.00	113.51
Apr 30	ACCOUNT FEE	6.00		107.51
	<b>Closing balance</b>			<b>\$107.51</b>

**CIBC Account Statement****Apr 1 to Apr 30, 2021****Account number: 13-93316****Branch transit number: 02400**

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Mar 1 to Mar 31, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**

13-93316

**Branch transit number**

02400

### Account summary

Opening balance on Mar 1, 2021		-\$59.09
Withdrawals	-	27.40
Deposits	+	0.00
<b>Closing balance on Mar 31, 2021</b>	<b>=</b>	<b>-\$86.49</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**

1 800 465 7401

**Outside Canada and the U.S.**

1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Mar 1</b>	<b>Opening balance</b>			<b>-\$59.09</b>
Mar 2	SERVICE CHARGE	20.00		-79.09
	WIRES OUTGOING			
	FEBRUARY 2021			
Mar 31	OVERDRAFT INTEREST	1.40		-80.49
	ACCOUNT FEE	6.00		-86.49
	<b>Closing balance</b>			<b>-\$86.49</b>

**CIBC Account Statement****Mar 1 to Mar 31, 2021****Account number:** 13-93316**Branch transit number:** 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Feb 1 to Feb 28, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**  
13-93316

**Branch transit number**  
02400

### Account summary

Opening balance on Feb 1, 2021		-\$52.25
Withdrawals	-	6.84
Deposits	+	0.00
<b>Closing balance on Feb 28, 2021</b>	<b>=</b>	<b>-\$59.09</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**  
1 800 465 7401

**Outside Canada and the U.S.**  
1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Feb 1</b>	<b>Opening balance</b>			<b>-\$52.25</b>
Feb 26	OVERDRAFT INTEREST	0.84		-53.09
	ACCOUNT FEE	6.00		-59.09
	<b>Closing balance</b>			<b>-\$59.09</b>



## CIBC Account Statement

Feb 1 to Feb 28, 2021

Account number: 13-93316

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee



## CIBC Account Statement

SKYLINE 2 PRODUCTIONS INC.

For Jan 1 to Jan 31, 2021

The names shown are based on our current records, as of September 3, 2021. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

**Account number**

13-93316

**Branch transit number**

02400

### Account summary

Opening balance on Jan 1, 2021		-\$5.58
Withdrawals	-	46.67
Deposits	+	0.00
<b>Closing balance on Jan 31, 2021</b>	<b>=</b>	<b>-\$52.25</b>

### Contact information

**1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

**TTY hearing impaired**

1 800 465 7401

**Outside Canada and the U.S.**

1 902 420 CIBC (2422)

 [www.cibc.com](http://www.cibc.com)

### Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>Jan 1</b>	<b>Opening balance</b>			<b>-\$5.58</b>
Jan 7	SERVICE CHARGE WIRES OUTGOING DECEMBER 2020	40.00		-45.58
Jan 29	OVERDRAFT INTEREST ACCOUNT FEE	0.67 6.00		-46.25 -52.25
	<b>Closing balance</b>			<b>-\$52.25</b>

## CIBC Account Statement

Jan 1 to Jan 31, 2021

Account number: 13-93316

Branch transit number: 02400

---

**Important:** This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

**\*Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

<sup>TM</sup> Trademark of CIBC

® Registered trademark of CIBC

® *Interac* is a registered trademark of Interac Inc./CIBC Licensee

## Appendix “D”

Court File No.: CV-21-00665781-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST**  
**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF**  
**BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND**  
**SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS AMENDED**

**BETWEEN:**

**THE FOREST ROAD COMPANY, LLC**

**Applicant**

**- and -**

**SKYLINE 2 PRODUCTIONS INC.**

**Respondent**

**AFFIDAVIT OF SHELDON TITLE**  
(Sworn September 15, 2021)

I, Sheldon Title, of the City of Richmond Hill, in the Province of Ontario,

**MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Senior Vice President and a Licensed Insolvency Trustee with MNP Ltd., the Court-appointed Interim Receiver (the “**Interim Receiver**”) of Skyline 2 Productions Inc. (the “**Company**”) and as such have knowledge of the matters deposed to herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. The Interim Receiver was appointed, without security, of the assets, property and undertaking of the Company by Order of the Court dated August 17, 2021.
3. The Interim Receiver has prepared one Statement of Account in connection with its appointment as Interim Receiver detailing its services rendered and disbursements incurred

for the period June 18, 2021 to the September 14, 2021. Attached hereto and marked as Exhibit "A" to this my Affidavit is the Statement of Account.

- 4. The average hourly rate in respect of the account is \$480.81.
  
- 5. I hereby confirm that the information detailed herein and attached accurately reflects the services provided by the Interim Receiver in these proceedings and the fees and disbursements claimed by it.
  
- 6. This affidavit is sworn in support of a motion to, *inter alia*, approve the costs of administration, and the taxation of the Interim Receiver's accounts and for no other or improper purpose.

SWORN before me via videoconference )  
this 15th day of September, 2021. )



A Commissioner, etc.

Matthew Eric Lem, a Commissioner, etc.,  
Province of Ontario, for MNP Ltd. and MNP LLP.  
Expires February 21, 2023.

  
\_\_\_\_\_  
SHELDON TITLE

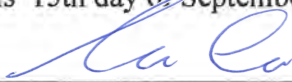
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me via videoconference

This 15th day of September 2021



\_\_\_\_\_  
Commissioner for taking Affidavits, etc.



# Invoice

**Invoice Number :** 10002097      **Client Number :** 0908184  
**Invoice Date :** Sep 15 2021      **Invoice Terms :** Due Upon Receipt

---

Skyline 2 Productions Inc.

2201-250 Yonge Street  
 Toronto, ON M5V 2L7

## For Professional Services Rendered :

Professional services as Court Appointed Interim Receiver of Skyline 2 Productions Inc. for the period June 18 to September 14, 2021 as set out on the attached time and billing summary.	13,318.30
---	-----------

Harmonized Sales Tax :	1,731.38
------------------------	----------

<b>Total (CAD) :</b>	<b>15,049.68</b>
----------------------	------------------

HST Registration Number : 103697215 RT 0001

**Invoices are due and payable upon receipt.**

Thank you for your business. We sincerely appreciate your trust in us.

**Licensed Insolvency Trustees**  
 111 RICHMOND STREET WEST, SUITE 300;  
 TORONTO ON; M5H 2G4  
 P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca



Invoice Number: 10002097

Client Number: 908184

**DETAILED TIME CHARGES**

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
18-Jun-2021	Sheldon Title	.30	finalization of engagement letter, emails to Mills/Reynolds on same
15-Jul-2021	Sheldon Title	.50	review of draft affidavit/NOM/sign consent and return to Mills
21-Jul-2021	Fatemah Khalfan	1.00	Set up website to obtain URL for Court
17-Aug-2021	Fatemah Khalfan	1.00	posted four documents to case website
17-Aug-2021	Sheldon Title	2.00	attendance at court; call with Mills after court on status, emails to K. Figaszewska at CRA, D. Strause, I. Mand at Baker Tilly, call with Bazian on BC Film credits, email to/from Ed Mansfield on BC credits, email to Bob Wong of Creative BC, instruct staff to post factum, application record, order, endorsement to case website; request and review application record
18-Aug-2021	Sheldon Title	2.40	emails with Figaszewska on tax refunds/statement of account request; email to Strause and update Mills ; call with Mills and email to Forest Road to inquire on bank accounts, etc.; call to I. Mand at Baker Tilly (left msg); call and email to Dave Strause; call with Jeremy Richards, emails to/from Jeremy Richards and review of materials supplied; further email to I. Mand to advise info requirements are accelerated; further request of Figaszewka for copies of cancelled cheques; email to R. Phillips of BNS and follow up email to BNS after receiving auto alert; email to Richards re: my call with Strause
19-Aug-2021	Sheldon Title	.80	receipt of cashed cheques from CRA; search transit details, prepare letter to CIBC and arrange for it to be faxed, email to Richards, email to I. Mand; call with I. Mand, call with CIBC wherein it confirmed receipt of our letter and is processing it; further reporting to J Richards
20-Aug-2021	Sheldon Title	.30	call with David Strause, email to Mills; update email to Richards; email to/from Robertshaw at BNS to advise that they are processing info request
21-Aug-2021	Sheldon Title	.10	update email to Mills on status
23-Aug-2021	Sheldon Title	.20	call with Mills

Invoice Number: 10002097

Client Number: 908184

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
24-Aug-2021	Sheldon Title	.30	email to Richards on update; call with Wendy Reuger of CRA on status of filings and interim receivership
25-Aug-2021	Sheldon Title	.40	review of information provided by Baker Tilly; email exchanges with I. Mand
26-Aug-2021	Chahna Nathwani	.60	Call in with Mr. A. Bharmal from CIBC for Bank statements
26-Aug-2021	Sheldon Title	.20	email to/from Richards and Mills on status, email to BNS to follow up on bank statements and instruct Nathwani to follow up with CIBC for statements
31-Aug-2021	Chahna Nathwani	.80	Call in with CIBC-400 Burrard Street Branch, Phone directed to another branch in which account is held, Called to CIBC Manager - Mr. Bill Ashbee, Fax and email sent for urgent request.
01-Sep-2021	Chahna Nathwani	.20	Follow-up call for CIBC
02-Sep-2021	Chahna Nathwani	1.60	Call in with branch head, transferred to operating branch, brief call with Ms. Jennifer Sui regarding request letter, email received, reviewed and forwarded to S.Title, call in with S.Title regarding o/s information, call in with CIBC main branch Ms. Chantelle for outstanding information, Brief email sent to CIBC main branch
02-Sep-2021	Sheldon Title	1.60	call with Mills after receiving info from CIBC; review of info received from CIBC (Yaletown location) emails to and from Justin Flett afterwards; reporting to Richards and company, email to DeSardo to seek his assistance
03-Sep-2021	Chahna Nathwani	.20	Fax sent to Ontario-CIBC Dept
03-Sep-2021	Sheldon Title	.20	call with Mills
07-Sep-2021	Chahna Nathwani	1.50	Call in with RBC, Request Letter prepared for RBC, several calls with RBC regarding request, Email sent to Branch manager, Call in with CIBC regarding follow-up with Bank statement. - Sent all updates to Sheldon



Invoice Number: 10002097

Client Number: 908184

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
07-Sep-2021	Sheldon Title	.30	email to Pat DelSardo and Moe Rawji to follow up on statements for Vancouver main branch; email from Moe on Skyline having account at RBC; request Chahna to prepare letter to RBC
08-Sep-2021	Chahna Nathwani	.80	Follow-up with RBC regarding Bank statements- Through call- Branch and business department and through email-Branch head and accounting dept
08-Sep-2021	Sheldon Title	.20	email to Moe Rawji to request further particulars on wires to Garbo Holdings
08-Sep-2021	Sheldon Title	.80	call with Forest Road (Richards, Shani, Bails), Mills on status/next steps; call with Mills afterwards on next steps; request Chahna follow up with RBC
09-Sep-2021	Chahna Nathwani	.70	Call attended of Ms.Suzette Jallorina   Senior Customer Service Representative regarding bank statements and later sent her email as per her directions
10-Sep-2021	Chahna Nathwani	.70	Call in with Ferdie regarding follow-up of application, call attended of third party Department regarding request, Fax documents as per RBC request, Call in with Jallorina, Suzette for CIBC, email communication with john.citrullo- Third Party Department regarding statements
10-Sep-2021	Sheldon Title	1.80	preparation of first report, call with Mills
12-Sep-2021	Sheldon Title	2.00	preparation of report
13-Sep-2021	Chahna Nathwani	.80	Follow-up call with Ferdie-Branch Head, Call in with Irina (Ref by Ferdie) regarding bank statement request, Call in with Jaspal (Ref by Irina) for further request processing, Statements received-Arranged and sent it to Sheldon for The Report completion.
13-Sep-2021	Sheldon Title	2.30	receipt of RBC information, email to RBC requesting further particulars of wires/other transactions, call with Mills, continued work on first report, forward to Lem for comment
14-Sep-2021	Matthew Lem	1.10	Review draft report to court

Invoice Number: 10002097

Client Number: 908184

**SUMMARY OF TIME CHARGES**

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Sheldon Title – Partner (Corporate Insolvency)	630.00	16.70	\$ 10,521.00
Matthew Lem– Partner (Corporate Insolvency)	590.00	1.10	\$ 649.00
Chahna Nathwani – Estate Administrator (Corporate Insolvency)	217.00	7.90	\$ 1,714.30
Fatemah Khalfan – Estate Administrator (Corporate Insolvency)	217.00	2.00	\$ 434.00
<b>TOTAL</b>		<b>27.70</b>	<b>\$ 13,318.30</b>

TAB 3

Court File No.: CV-21-00665781-00CL

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

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS  
AMENDED

BETWEEN:

THE FOREST ROAD COMPANY, LLC

Applicant

- and -

SKYLINE 2 PRODUCTIONS INC.

Respondent

**AFFIDAVIT OF MAUREEN MCLAREN  
(sworn SEPTEMBER 15, 2021)**

I, Maureen McLaren, of the Town of Keswick, in the Regional Municipality of York, Province of Ontario, MAKE OATH AND SAY:

1. I am a legal assistant employed by the law firm Miller Thomson LLP, the lawyers for the Applicant, The Forest Road Company, LLC (“**FRC**” or the “**Applicant**”) and, as such, I have knowledge of the matters to which I hereinafter depose. Where I depose based upon information and belief obtained from others, I have stated the source of that information and belief and I believe it to be true.

2. I make this Affidavit in support of the motion for the discharge of MNP Ltd. (“**MNP**”), the court-appointed interim receiver (the “**Interim Receiver**”) of the assets, undertaking and business of the Respondent, Skyline 2 Productions Inc. (“**Skyline 2**”

or the “**Debtor**”) and, in particular, provide relevant documents to his Honourable Court. This Affidavit is to be read in conjunction with the report of the Interim Receiver dated September 15, 2021 (the “**First Report**”).

3. As noted in Paragraph 13 of the Affidavit of Idan Shani, sworn July 16, 2021 (the “**Shani Affidavit**”), filed in support of the initial Application, FRC’s Loan was guaranteed by Garbo Holdings LLC (“**Garbo**”), Vitality Visual Effects LLC (“**Vitality**”), David G. Strause (“**David**”) and Linda L. Strause (“**Linda**”) (collectively, the “**Guarantors**”). Each of the Guarantors executed guarantees (collectively, the “**Guarantees**”) in favour of FRC in respect to Skyline 2’s obligations under the Loan. I attach copies of the Guarantees as **Exhibits A, B, C and D** to this my affidavit.

4. In addition, in support of the Guarantors’ obligations under the Guarantees, each of the Guarantors signed a General Security Agreement (collectively, the “**Security Agreements**”) in favour of FRC. Copies of the Security Agreements are attached hereto as **Exhibits E, F, G and H**.

5. The Security Agreements grant a continuing security interest in the Guarantors’ “Collateral” which includes, among other things, all of the Guarantors’ tangible personal property, “documents, receipts or books and records”, accounts, “all funds in or to be credited to any bank account owned or maintained” by the Guarantor and all cash and cash equivalents and “all drafts, checks, certificates of deposit, notes, bills of exchange and other writings or negotiable instruments”. All Collateral is subject to the Security Agreement until all Obligations under the Guarantees have been satisfied.

6. The Security Agreements also grant to FRC an irrevocable mandate and power of attorney to exercise after default the right to exercise all rights of inspection, deriving from the Guarantors' ownership or other interest in the Collateral.

7. I am advised by Jeremy Richards, General Counsel at FRC, and believe that the Guarantees are outstanding and no payments have been received by FRC from any of the loan parties.

8. In Paragraph 24 of the First Report, the Interim Receiver has stated that it has requested additional information from the Canadian Imperial Bank of Commerce and the Royal Bank of Canada. On the basis of the Guarantees and Security Agreements, FRC requests that the Court authorize the Interim Receiver to provide it with copies of the any additional information received by the Interim Receiver.

9. I make this affidavit in support of the motion for an order discharging MNP as Interim Receiver and for no other or improper purpose.

**SWORN BEFORE ME:**  in person  by video conference

by Maureen McLaren at the Town of Keswick, in the Regional Municipality of York, Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 15, 2021, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

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

DocuSigned by:  
*Craig A. Mills*

Signature of Commissioner (*or as may be*)  
Craig Mills

DocuSigned by:  
*Maureen McLaren*

Maureen McLaren



**This is Exhibit "A" referred to in the affidavit  
of MAUREEN MCLAREN, SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 2021.**

DocuSigned by:

*Craig D. Mills*

---

**A COMMISSIONER FOR TAKING AFFIDAVITS**

**Guarantee  
by Garbo Holdings LLC**

TO: **THE FOREST ROAD COMPANY, LLC** (the "**Lender**")

IN CONSIDERATION of Lender dealing with and/or extending credit to and/or for the benefit of **SKYLINE 2 PRODUCTIONS INC.** (hereinafter referred to as the "**Debtor**") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Undersigned, the Undersigned hereby unconditionally guarantees jointly and severally with the Debtor payment to the Lender of all indebtedness, obligations and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Lender, whether as principal or surety, together with all expenses (including legal fees on a solicitor and client basis) incurred by the Lender, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Lender in respect of such indebtedness, obligations or liabilities, and interest thereon (all of which present and future indebtedness, obligations, liabilities, expenses and interest are herein collectively referred to as the "**Indebtedness**").

AND IT IS AGREED THAT:

1. In the event that the Debtor is a partnership, notwithstanding any change or changes in the Debtor's firm name or any change or changes in the membership of the Debtor or any successor partnership by death, retirement, introduction of a partner or partners, or otherwise, the liability of the Undersigned hereunder shall continue and the provisions hereof shall be applicable to all of the Indebtedness incurred, as well after as before any such changes.
2. In the event that the Debtor is a corporation, no change in the name, objects, capital stock or constitution of the Debtor shall in any way affect the liability of the Undersigned, either with respect to transactions occurring before or after any such change, and the Lender shall not be concerned to see or inquire into the powers of the Debtor or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Lender in professed exercise of such powers shall be deemed to form part of the Indebtedness notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Debtor or of its directors or other agents aforesaid, or be in any way irregular, defective or informal.
3. All monies received by the Lender in respect of the Indebtedness may be applied on such part or parts of the Indebtedness as the Lender may see fit and the Lender shall at all times and from time to time have the right to change any appropriation of any moneys received by it and to reapply the same on any other part or parts of the Indebtedness as the Lender may see fit, notwithstanding any previous application by whomsoever made.
4. All dividends, compositions and moneys received by the Lender from the Debtor or from any other person or estate capable of being applied by the Lender in reduction of the

Indebtedness shall be regarded for all purposes as payments in gross, and the Lender shall be entitled to prove against the estate of the Debtor upon any insolvency or winding-up in respect of the whole of the Indebtedness, and the Undersigned shall have no right to be subrogated to the Lender in respect of any such proof until the Lender shall have received from such estate payment in full of its claim with interest.

5. This Guarantee will not be diminished or affected on account of any act or failure to act on the part of the Lender which would prevent subrogation from operating in favour of the Undersigned.
6. The Lender, without exonerating in whole or in part the Undersigned, may (a) amend, modify or alter any document or provision in any document entered into between the Lender and the Debtor creating, evidencing or acknowledging a debt obligation and thereby amending, altering or modifying the liabilities of the undersigned and the undersigned hereby acknowledges that the prior written consent or notification of the undersigned shall not be required; and (b) grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting, registering, renewing or realizing upon securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons (including the Undersigned and any other guarantor) and securities as the Lender may see fit.
7. Without in any manner limiting the generality of the foregoing, the Undersigned agrees that the Lender may, from time to time, consent to any action or non-action of the Debtor which, in the absence of such consent, violates or may violate any agreement or agreements between the Debtor and the Lender relating to any of the Indebtedness, with or without consideration on such terms and conditions as may be acceptable to the Lender, without in any manner affecting or impairing the liability of the Undersigned hereunder.
8. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Lender. No invalidity, irregularity or unenforceability (by reason of any bankruptcy or similar law, any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the Indebtedness of the Debtor, or otherwise) of the Indebtedness of the Debtor or of any security therefor shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
9. The Undersigned shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and singular every such further act, deed, transfer, assignment, assurance, document and instrument as the Lender may reasonably require for the better accomplishing and effectuating of this Guarantee and the provisions contained herein, and, following default by the Undersigned, every officer of the Lender and each of them are irrevocably appointed attorneys or attorney

to execute in the name and on behalf of the Undersigned any document or instrument for the said purpose.

10. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to the Lender notwithstanding that any other security for the repayment of the Indebtedness of the Debtor to the Lender may no longer be enforceable, and the Lender shall not be obliged to exhaust its recourse against the Debtor or other persons or the securities it may hold before being entitled to payment from the Undersigned of all of the Indebtedness; provided always that the Undersigned may determine its further liability under this continuing guarantee by ninety (90) days' notice in writing to be given to the Lender, and the liability hereunder of the Undersigned shall continue until the expiration of ninety (90) days after the giving of such notice; notwithstanding the death or legal incapacity of the Undersigned and after the expiry of such notice, the Undersigned shall remain liable under this Guarantee in respect of the Indebtedness on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Lender on behalf of or in respect of the Debtor on or before such date but maturing thereafter, but such determination in any manner of further liability of the Undersigned shall not prevent the continuance of the liability hereunder of the Undersigned.
11. This Guarantee shall continue to be effective or be reinstated (as the case may be) if at any time payment by the Debtor of all or any part of the Indebtedness of the Debtor to the Lender is rescinded or must otherwise be returned by the Lender upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment to the Lender had not been made.
12. The Lender may assign, transfer and deliver to any transferee of the Indebtedness or any part thereof the liability of the Undersigned under this Guarantee and any security, documents or instruments held by the Lender in respect of the Guarantee provided that no such assignment, transfer or delivery shall release the Undersigned from said liability; and thereafter the Lender shall be fully discharged from all responsibility with respect to this Guarantee and security, documents and instruments and the Lender shall retain all powers with respect to security, documents or instruments not so assigned, transferred and/or delivered. Such transferee shall be vested with all powers and rights of the Lender hereunder and under such security documents or instruments but the Lender shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered.
13. The Undersigned shall pay the reasonable expenses (including reasonable legal fees on a solicitor and client basis) incurred by the Lender in endeavouring to collect the Indebtedness, or any part thereof, and in enforcing this Guarantee.
14. The records of the Lender shall be prima facie evidence as to the balance of the Indebtedness at any time and from time to time. No provision of this Guarantee may be amended, modified or waived without the prior written consent of the Lender.



15. This Guarantee shall be binding upon the Undersigned and its respective heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Undersigned and shall enure to the benefit of the Lender and its successors and assigns.
16. WITH RESPECT to any portion of the Indebtedness which is payable in a currency other than Canadian currency (the "**Foreign Currency Obligation**"), the following provisions shall apply:
- (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "**Foreign Currency**") in such form as shall be customary at the time of payment for settlement of international payments in New York, NY without set-off or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.
  - (b) The Undersigned shall hold the Lender harmless from any loss incurred by the Lender arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of the payment thereof.
  - (c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Lender could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the Undersigned in respect of any Foreign Currency Obligation due by it to the Lender hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Lender of any sum adjudged to be so due in Canadian dollars the Lender may in accordance with normal banking procedures purchase the Foreign Currency with the Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Lender in the Foreign Currency, the Undersigned and each of the Undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Lender in the Foreign Currency the Lender agrees to remit such excess to the Undersigned as the Undersigned may be entitled thereto.

17. THE UNDERSIGNED hereby postpones all debts and liabilities of the Debtor to the Undersigned, both present and future, to the Indebtedness, and all moneys received by the Undersigned thereon shall be received as mandatory in trust for the Lender and shall be paid over to the Lender.
18. THE UNDERSIGNED hereby grants to the Lender the right to set off against any and all accounts, credits or balances maintained by it with the Lender, the aggregate amount of

any and all liabilities of the Undersigned hereunder if and when the same shall become due and payable.

19. THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the Undersigned affecting the liability of the Undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantee held or which may hereafter be held by the Lender. The rights, remedies and benefits herein are cumulative and not in substitution for or exclusive of any rights, remedies or benefits which the Lender may otherwise have.
20. THIS GUARANTEE shall be construed in accordance with and be governed by the laws of the State of New York and for the purpose of legal proceedings this Guarantee shall be deemed to have been made in the State of New York and to be performed there, and the state and federal courts with the State of New York shall have jurisdiction over all disputes which may arise under this Guarantee and the Undersigned hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such Courts, provided always that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the Courts of any other province, country or jurisdiction.
21. IN THIS GUARANTEE, words importing the singular include the plural and vice versa, and words importing gender shall include all genders. In the event that this Guarantee is executed by more than one party, the liability of the Undersigned shall be joint and several.

DATED as of the 25<sup>th</sup> day of October, 2019.

**GARBO HOLDINGS LLC**

By:   
Name: DAVID G STRAUS  
Title: MANAGING MEMBER

**This is Exhibit "B" referred to in the affidavit  
of MAUREEN MCLAREN, SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 2021.**

DocuSigned by:

*Craig A. Mills*

---

**A COMMISSIONER FOR TAKING AFFIDAVITS**

**Guarantee  
by Vitality Visual Effects LLC**

TO: **THE FOREST ROAD COMPANY, LLC** (the "**Lender**")

IN CONSIDERATION of Lender dealing with and/or extending credit to and/or for the benefit of **SKYLINE 2 PRODUCTIONS INC.** (hereinafter referred to as the "**Debtor**") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Undersigned, the Undersigned hereby unconditionally guarantees jointly and severally with the Debtor payment to the Lender of all indebtedness, obligations and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Lender, whether as principal or surety, together with all expenses (including legal fees on a solicitor and client basis) incurred by the Lender, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Lender in respect of such indebtedness, obligations or liabilities, and interest thereon (all of which present and future indebtedness, obligations, liabilities, expenses and interest are herein collectively referred to as the "**Indebtedness**").

AND IT IS AGREED THAT:

1. In the event that the Debtor is a partnership, notwithstanding any change or changes in the Debtor's firm name or any change or changes in the membership of the Debtor or any successor partnership by death, retirement, introduction of a partner or partners, or otherwise, the liability of the Undersigned hereunder shall continue and the provisions hereof shall be applicable to all of the Indebtedness incurred, as well after as before any such changes.
2. In the event that the Debtor is a corporation, no change in the name, objects, capital stock or constitution of the Debtor shall in any way affect the liability of the Undersigned, either with respect to transactions occurring before or after any such change, and the Lender shall not be concerned to see or inquire into the powers of the Debtor or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Lender in professed exercise of such powers shall be deemed to form part of the Indebtedness notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Debtor or of its directors or other agents aforesaid, or be in any way irregular, defective or informal.
3. All monies received by the Lender in respect of the Indebtedness may be applied on such part or parts of the Indebtedness as the Lender may see fit and the Lender shall at all times and from time to time have the right to change any appropriation of any moneys received by it and to reapply the same on any other part or parts of the Indebtedness as the Lender may see fit, notwithstanding any previous application by whomsoever made.
4. All dividends, compositions and moneys received by the Lender from the Debtor or from any other person or estate capable of being applied by the Lender in reduction of the



Indebtedness shall be regarded for all purposes as payments in gross, and the Lender shall be entitled to prove against the estate of the Debtor upon any insolvency or winding-up in respect of the whole of the Indebtedness, and the Undersigned shall have no right to be subrogated to the Lender in respect of any such proof until the Lender shall have received from such estate payment in full of its claim with interest.

5. This Guarantee will not be diminished or affected on account of any act or failure to act on the part of the Lender which would prevent subrogation from operating in favour of the Undersigned.
6. The Lender, without exonerating in whole or in part the Undersigned, may (a) amend, modify or alter any document or provision in any document entered into between the Lender and the Debtor creating, evidencing or acknowledging a debt obligation and thereby amending, altering or modifying the liabilities of the undersigned and the undersigned hereby acknowledges that the prior written consent or notification of the undersigned shall not be required; and (b) grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting, registering, renewing or realizing upon securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons (including the Undersigned and any other guarantor) and securities as the Lender may see fit.
7. Without in any manner limiting the generality of the foregoing, the Undersigned agrees that the Lender may, from time to time, consent to any action or non-action of the Debtor which, in the absence of such consent, violates or may violate any agreement or agreements between the Debtor and the Lender relating to any of the Indebtedness, with or without consideration on such terms and conditions as may be acceptable to the Lender, without in any manner affecting or impairing the liability of the Undersigned hereunder.
8. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Lender. No invalidity, irregularity or unenforceability (by reason of any bankruptcy or similar law, any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the Indebtedness of the Debtor, or otherwise) of the Indebtedness of the Debtor or of any security therefor shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
9. The Undersigned shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and singular every such further act, deed, transfer, assignment, assurance, document and instrument as the Lender may reasonably require for the better accomplishing and effectuating of this Guarantee and the provisions contained herein, and, following default by the Undersigned, every officer of the Lender and each of them are irrevocably appointed attorneys or attorney

to execute in the name and on behalf of the Undersigned any document or instrument for the said purpose.

10. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to the Lender notwithstanding that any other security for the repayment of the Indebtedness of the Debtor to the Lender may no longer be enforceable, and the Lender shall not be obliged to exhaust its recourse against the Debtor or other persons or the securities it may hold before being entitled to payment from the Undersigned of all of the Indebtedness; provided always that the Undersigned may determine its further liability under this continuing guarantee by ninety (90) days' notice in writing to be given to the Lender, and the liability hereunder of the Undersigned shall continue until the expiration of ninety (90) days after the giving of such notice; notwithstanding the death or legal incapacity of the Undersigned and after the expiry of such notice, the Undersigned shall remain liable under this Guarantee in respect of the Indebtedness on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Lender on behalf of or in respect of the Debtor on or before such date but maturing thereafter, but such determination in any manner of further liability of the Undersigned shall not prevent the continuance of the liability hereunder of the Undersigned.
11. This Guarantee shall continue to be effective or be reinstated (as the case may be) if at any time payment by the Debtor of all or any part of the Indebtedness of the Debtor to the Lender is rescinded or must otherwise be returned by the Lender upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment to the Lender had not been made.
12. The Lender may assign, transfer and deliver to any transferee of the Indebtedness or any part thereof the liability of the Undersigned under this Guarantee and any security, documents or instruments held by the Lender in respect of the Guarantee provided that no such assignment, transfer or delivery shall release the Undersigned from said liability; and thereafter the Lender shall be fully discharged from all responsibility with respect to this Guarantee and security, documents and instruments and the Lender shall retain all powers with respect to security, documents or instruments not so assigned, transferred and/or delivered. Such transferee shall be vested with all powers and rights of the Lender hereunder and under such security documents or instruments but the Lender shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered.
13. The Undersigned shall pay the reasonable expenses (including reasonable legal fees on a solicitor and client basis) incurred by the Lender in endeavouring to collect the Indebtedness, or any part thereof, and in enforcing this Guarantee.
14. The records of the Lender shall be prima facie evidence as to the balance of the Indebtedness at any time and from time to time. No provision of this Guarantee may be amended, modified or waived without the prior written consent of the Lender.

15. This Guarantee shall be binding upon the Undersigned and its respective heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Undersigned and shall enure to the benefit of the Lender and its successors and assigns.
16. WITH RESPECT to any portion of the Indebtedness which is payable in a currency other than Canadian currency (the "**Foreign Currency Obligation**"), the following provisions shall apply:
- (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "**Foreign Currency**") in such form as shall be customary at the time of payment for settlement of international payments in New York, NY without set-off or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.
  - (b) The Undersigned shall hold the Lender harmless from any loss incurred by the Lender arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of the payment thereof.
  - (c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Lender could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the Undersigned in respect of any Foreign Currency Obligation due by it to the Lender hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Lender of any sum adjudged to be so due in Canadian dollars the Lender may in accordance with normal banking procedures purchase the Foreign Currency with the Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Lender in the Foreign Currency, the Undersigned and each of the Undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Lender in the Foreign Currency the Lender agrees to remit such excess to the Undersigned as the Undersigned may be entitled thereto.


17. THE UNDERSIGNED hereby postpones all debts and liabilities of the Debtor to the Undersigned, both present and future, to the Indebtedness, and all moneys received by the Undersigned thereon shall be received as mandatory in trust for the Lender and shall be paid over to the Lender.
18. THE UNDERSIGNED hereby grants to the Lender the right to set off against any and all accounts, credits or balances maintained by it with the Lender, the aggregate amount of

any and all liabilities of the Undersigned hereunder if and when the same shall become due and payable.

19. THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the Undersigned affecting the liability of the Undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantee held or which may hereafter be held by the Lender. The rights, remedies and benefits herein are cumulative and not in substitution for or exclusive of any rights, remedies or benefits which the Lender may otherwise have.
20. THIS GUARANTEE shall be construed in accordance with and be governed by the laws of the State of New York and for the purpose of legal proceedings this Guarantee shall be deemed to have been made in the State of New York and to be performed there, and the state and federal courts with the State of New York shall have jurisdiction over all disputes which may arise under this Guarantee and the Undersigned hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such Courts, provided always that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the Courts of any other province, country or jurisdiction.
21. IN THIS GUARANTEE, words importing the singular include the plural and vice versa, and words importing gender shall include all genders. In the event that this Guarantee is executed by more than one party, the liability of the Undersigned shall be joint and several.

DATED as of the 25<sup>th</sup> day of October, 2019.

**VITALITY VISUAL EFFECTS LLC**

By:   
Name: DAVID STRAUSE  
Title: MANAGING MEMBER

**This is Exhibit "C" referred to in the affidavit  
of MAUREEN MCLAREN, SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 2021.**

DocuSigned by:

*Craig D. Mills*

---

**A COMMISSIONER FOR TAKING AFFIDAVITS**



**Guarantee  
by David Glenn Strause**

TO: **THE FOREST ROAD COMPANY, LLC** (the "**Lender**")

IN CONSIDERATION of Lender dealing with and/or extending credit to and/or for the benefit of **SKYLINE 2 PRODUCTIONS INC.** (hereinafter referred to as the "**Debtor**") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Undersigned, the Undersigned hereby unconditionally guarantees jointly and severally with the Debtor payment to the Lender of all indebtedness, obligations and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Lender, whether as principal or surety, together with all expenses (including legal fees on a solicitor and client basis) incurred by the Lender, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Lender in respect of such indebtedness, obligations or liabilities, and interest thereon (all of which present and future indebtedness, obligations, liabilities, expenses and interest are herein collectively referred to as the "**Indebtedness**").

AND IT IS AGREED THAT:

1. In the event that the Debtor is a partnership, notwithstanding any change or changes in the Debtor's firm name or any change or changes in the membership of the Debtor or any successor partnership by death, retirement, introduction of a partner or partners, or otherwise, the liability of the Undersigned hereunder shall continue and the provisions hereof shall be applicable to all of the Indebtedness incurred, as well after as before any such changes.
2. In the event that the Debtor is a corporation, no change in the name, objects, capital stock or constitution of the Debtor shall in any way affect the liability of the Undersigned, either with respect to transactions occurring before or after any such change, and the Lender shall not be concerned to see or inquire into the powers of the Debtor or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Lender in professed exercise of such powers shall be deemed to form part of the Indebtedness notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Debtor or of its directors or other agents aforesaid, or be in any way irregular, defective or informal.
3. All monies received by the Lender in respect of the Indebtedness may be applied on such part or parts of the Indebtedness as the Lender may see fit and the Lender shall at all times and from time to time have the right to change any appropriation of any moneys received by it and to reapply the same on any other part or parts of the Indebtedness as the Lender may see fit, notwithstanding any previous application by whomsoever made.
4. All dividends, compositions and moneys received by the Lender from the Debtor or from any other person or estate capable of being applied by the Lender in reduction of the

Indebtedness shall be regarded for all purposes as payments in gross, and the Lender shall be entitled to prove against the estate of the Debtor upon any insolvency or winding-up in respect of the whole of the Indebtedness, and the Undersigned shall have no right to be subrogated to the Lender in respect of any such proof until the Lender shall have received from such estate payment in full of its claim with interest.

5. This Guarantee will not be diminished or affected on account of any act or failure to act on the part of the Lender which would prevent subrogation from operating in favour of the Undersigned.
6. The Lender, without exonerating in whole or in part the Undersigned, may (a) amend, modify or alter any document or provision in any document entered into between the Lender and the Debtor creating, evidencing or acknowledging a debt obligation and thereby amending, altering or modifying the liabilities of the undersigned and the undersigned hereby acknowledges that the prior written consent or notification of the undersigned shall not be required; and (b) grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting, registering, renewing or realizing upon securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons (including the Undersigned and any other guarantor) and securities as the Lender may see fit.
7. Without in any manner limiting the generality of the foregoing, the Undersigned agrees that the Lender may, from time to time, consent to any action or non-action of the Debtor which, in the absence of such consent, violates or may violate any agreement or agreements between the Debtor and the Lender relating to any of the Indebtedness, with or without consideration on such terms and conditions as may be acceptable to the Lender, without in any manner affecting or impairing the liability of the Undersigned hereunder.
8. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Lender. No invalidity, irregularity or unenforceability (by reason of any bankruptcy or similar law, any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the Indebtedness of the Debtor, or otherwise) of the Indebtedness of the Debtor or of any security therefor shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
9. The Undersigned shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and singular every such further act, deed, transfer, assignment, assurance, document and instrument as the Lender may reasonably require for the better accomplishing and effectuating of this Guarantee and the provisions contained herein, and, following default by the Undersigned, every officer of the Lender and each of them are irrevocably appointed attorneys or attorney

to execute in the name and on behalf of the Undersigned any document or instrument for the said purpose.

10. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to the Lender notwithstanding that any other security for the repayment of the Indebtedness of the Debtor to the Lender may no longer be enforceable, and the Lender shall not be obliged to exhaust its recourse against the Debtor or other persons or the securities it may hold before being entitled to payment from the Undersigned of all of the Indebtedness; provided always that the Undersigned may determine its further liability under this continuing guarantee by ninety (90) days' notice in writing to be given to the Lender, and the liability hereunder of the Undersigned shall continue until the expiration of ninety (90) days after the giving of such notice; notwithstanding the death or legal incapacity of the Undersigned and after the expiry of such notice, the Undersigned shall remain liable under this Guarantee in respect of the Indebtedness on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Lender on behalf of or in respect of the Debtor on or before such date but maturing thereafter, but such determination in any manner of further liability of the Undersigned shall not prevent the continuance of the liability hereunder of the Undersigned.
11. This Guarantee shall continue to be effective or be reinstated (as the case may be) if at any time payment by the Debtor of all or any part of the Indebtedness of the Debtor to the Lender is rescinded or must otherwise be returned by the Lender upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment to the Lender had not been made.
12. The Lender may assign, transfer and deliver to any transferee of the Indebtedness or any part thereof the liability of the Undersigned under this Guarantee and any security, documents or instruments held by the Lender in respect of the Guarantee provided that no such assignment, transfer or delivery shall release the Undersigned from said liability; and thereafter the Lender shall be fully discharged from all responsibility with respect to this Guarantee and security, documents and instruments and the Lender shall retain all powers with respect to security, documents or instruments not so assigned, transferred and/or delivered. Such transferee shall be vested with all powers and rights of the Lender hereunder and under such security documents or instruments but the Lender shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered.
13. The Undersigned shall pay the reasonable expenses (including reasonable legal fees on a solicitor and client basis) incurred by the Lender in endeavouring to collect the Indebtedness, or any part thereof, and in enforcing this Guarantee.
14. The records of the Lender shall be prima facie evidence as to the balance of the Indebtedness at any time and from time to time. No provision of this Guarantee may be amended, modified or waived without the prior written consent of the Lender.



15. This Guarantee shall be binding upon the Undersigned and its respective heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Undersigned and shall enure to the benefit of the Lender and its successors and assigns.
16. WITH RESPECT to any portion of the Indebtedness which is payable in a currency other than Canadian currency (the "**Foreign Currency Obligation**"), the following provisions shall apply:
- (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "**Foreign Currency**") in such form as shall be customary at the time of payment for settlement of international payments in New York, NY without set-off or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.
  - (b) The Undersigned shall hold the Lender harmless from any loss incurred by the Lender arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of the payment thereof.
  - (c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Lender could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the Undersigned in respect of any Foreign Currency Obligation due by it to the Lender hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Lender of any sum adjudged to be so due in Canadian dollars the Lender may in accordance with normal banking procedures purchase the Foreign Currency with the Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Lender in the Foreign Currency, the Undersigned and each of the Undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Lender in the Foreign Currency the Lender agrees to remit such excess to the Undersigned as the Undersigned may be entitled thereto.

17. THE UNDERSIGNED hereby postpones all debts and liabilities of the Debtor to the Undersigned, both present and future, to the Indebtedness, and all moneys received by the Undersigned thereon shall be received as mandatory in trust for the Lender and shall be paid over to the Lender.
18. THE UNDERSIGNED hereby grants to the Lender the right to set off against any and all accounts, credits or balances maintained by it with the Lender, the aggregate amount of

any and all liabilities of the Undersigned hereunder if and when the same shall become due and payable.

19. THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the Undersigned affecting the liability of the Undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantee held or which may hereafter be held by the Lender. The rights, remedies and benefits herein are cumulative and not in substitution for or exclusive of any rights, remedies or benefits which the Lender may otherwise have.

20. THIS GUARANTEE shall be construed in accordance with and be governed by the laws of the State of New York and for the purpose of legal proceedings this Guarantee shall be deemed to have been made in the State of New York and to be performed there, and the state and federal courts with the State of New York shall have jurisdiction over all disputes which may arise under this Guarantee and the Undersigned hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such Courts, provided always that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the Courts of any other province, country or jurisdiction.

21. IN THIS GUARANTEE, words importing the singular include the plural and vice versa, and words importing gender shall include all genders. In the event that this Guarantee is executed by more than one party, the liability of the Undersigned shall be joint and several.

DATED as of the 25<sup>th</sup> day of October, 2019.

**DAVID GLENN STRAUSE**



**WITNESS:**



Name: Yuxiao Wang

**This is Exhibit "D" referred to in the affidavit  
of MAUREEN MCLAREN, SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 2021.**

DocuSigned by:

*Craig D. Mills*

---

**A COMMISSIONER FOR TAKING AFFIDAVITS**

**Guarantee**  
**by Linda Liddell Strause**

TO: **THE FOREST ROAD COMPANY, LLC** (the "**Lender**")

IN CONSIDERATION of Lender dealing with and/or extending credit to and/or for the benefit of **SKYLINE 2 PRODUCTIONS INC.** (hereinafter referred to as the "**Debtor**") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Undersigned, the Undersigned hereby unconditionally guarantees jointly and severally with the Debtor payment to the Lender of all indebtedness, obligations and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Lender, whether as principal or surety, together with all expenses (including legal fees on a solicitor and client basis) incurred by the Lender, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Lender in respect of such indebtedness, obligations or liabilities, and interest thereon (all of which present and future indebtedness, obligations, liabilities, expenses and interest are herein collectively referred to as the "**Indebtedness**").

**AND IT IS AGREED THAT:**

1. In the event that the Debtor is a partnership, notwithstanding any change or changes in the Debtor's firm name or any change or changes in the membership of the Debtor or any successor partnership by death, retirement, introduction of a partner or partners, or otherwise, the liability of the Undersigned hereunder shall continue and the provisions hereof shall be applicable to all of the Indebtedness incurred, as well after as before any such changes.
2. In the event that the Debtor is a corporation, no change in the name, objects, capital stock or constitution of the Debtor shall in any way affect the liability of the Undersigned, either with respect to transactions occurring before or after any such change, and the Lender shall not be concerned to see or inquire into the powers of the Debtor or any of its directors or other agents acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Lender in professed exercise of such powers shall be deemed to form part of the Indebtedness notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Debtor or of its directors or other agents aforesaid, or be in any way irregular, defective or informal.
3. All monies received by the Lender in respect of the Indebtedness may be applied on such part or parts of the Indebtedness as the Lender may see fit and the Lender shall at all times and from time to time have the right to change any appropriation of any moneys received by it and to reapply the same on any other part or parts of the Indebtedness as the Lender may see fit, notwithstanding any previous application by whomsoever made.
4. All dividends, compositions and moneys received by the Lender from the Debtor or from any other person or estate capable of being applied by the Lender in reduction of the

- Indebtedness shall be regarded for all purposes as payments in gross, and the Lender shall be entitled to prove against the estate of the Debtor upon any insolvency or winding-up in respect of the whole of the Indebtedness, and the Undersigned shall have no right to be subrogated to the Lender in respect of any such proof until the Lender shall have received from such estate payment in full of its claim with interest.
5. This Guarantee will not be diminished or affected on account of any act or failure to act on the part of the Lender which would prevent subrogation from operating in favour of the Undersigned.
  6. The Lender, without exonerating in whole or in part the Undersigned, may (a) amend, modify or alter any document or provision in any document entered into between the Lender and the Debtor creating, evidencing or acknowledging a debt obligation and thereby amending, altering or modifying the liabilities of the undersigned and the undersigned hereby acknowledges that the prior written consent or notification of the undersigned shall not be required; and (b) grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting, registering, renewing or realizing upon securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons (including the Undersigned and any other guarantor) and securities as the Lender may see fit.
  7. Without in any manner limiting the generality of the foregoing, the Undersigned agrees that the Lender may, from time to time, consent to any action or non-action of the Debtor which, in the absence of such consent, violates or may violate any agreement or agreements between the Debtor and the Lender relating to any of the Indebtedness, with or without consideration on such terms and conditions as may be acceptable to the Lender, without in any manner affecting or impairing the liability of the Undersigned hereunder.
  8. Notwithstanding the provisions of any statute relating to the rate of interest payable by debtors, this Guarantee shall remain in full force and effect whatever the rate of interest received or demanded by the Lender. No invalidity, irregularity or unenforceability (by reason of any bankruptcy or similar law, any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect the Indebtedness of the Debtor, or otherwise) of the Indebtedness of the Debtor or of any security therefor shall affect, impair or be a defence to this Guarantee. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
  9. The Undersigned shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and singular every such further act, deed, transfer, assignment, assurance, document and instrument as the Lender may reasonably require for the better accomplishing and effectuating of this Guarantee and the provisions contained herein, and, following default by the Undersigned, every officer of the Lender and each of them are irrevocably appointed attorneys or attorney



to execute in the name and on behalf of the Undersigned any document or instrument for the said purpose.

10. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to the Lender notwithstanding that any other security for the repayment of the Indebtedness of the Debtor to the Lender may no longer be enforceable, and the Lender shall not be obliged to exhaust its recourse against the Debtor or other persons or the securities it may hold before being entitled to payment from the Undersigned of all of the Indebtedness; provided always that the Undersigned may determine its further liability under this continuing guarantee by ninety (90) days' notice in writing to be given to the Lender, and the liability hereunder of the Undersigned shall continue until the expiration of ninety (90) days after the giving of such notice; notwithstanding the death or legal incapacity of the Undersigned and after the expiry of such notice, the Undersigned shall remain liable under this Guarantee in respect of the Indebtedness on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by the Lender on behalf of or in respect of the Debtor on or before such date but maturing thereafter, but such determination in any manner of further liability of the Undersigned shall not prevent the continuance of the liability hereunder of the Undersigned.
11. This Guarantee shall continue to be effective or be reinstated (as the case may be) if at any time payment by the Debtor of all or any part of the Indebtedness of the Debtor to the Lender is rescinded or must otherwise be returned by the Lender upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment to the Lender had not been made.
12. The Lender may assign, transfer and deliver to any transferee of the Indebtedness or any part thereof the liability of the Undersigned under this Guarantee and any security, documents or instruments held by the Lender in respect of the Guarantee provided that no such assignment, transfer or delivery shall release the Undersigned from said liability; and thereafter the Lender shall be fully discharged from all responsibility with respect to this Guarantee and security, documents and instruments and the Lender shall retain all powers with respect to security, documents or instruments not so assigned, transferred and/or delivered. Such transferee shall be vested with all powers and rights of the Lender hereunder and under such security documents or instruments but the Lender shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered.
13. The Undersigned shall pay the reasonable expenses (including reasonable legal fees on a solicitor and client basis) incurred by the Lender in endeavouring to collect the Indebtedness, or any part thereof, and in enforcing this Guarantee.
14. The records of the Lender shall be prima facie evidence as to the balance of the Indebtedness at any time and from time to time. No provision of this Guarantee may be amended, modified or waived without the prior written consent of the Lender.

15. This Guarantee shall be binding upon the Undersigned and its respective heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Undersigned and shall enure to the benefit of the Lender and its successors and assigns.
16. WITH RESPECT to any portion of the Indebtedness which is payable in a currency other than Canadian currency (the "**Foreign Currency Obligation**"), the following provisions shall apply:
  - (a) Payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "**Foreign Currency**") in such form as shall be customary at the time of payment for settlement of international payments in New York, NY without set-off or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto.
  - (b) The Undersigned shall hold the Lender harmless from any loss incurred by the Lender arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of the payment thereof.
  - (c) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), the rate of exchange used shall be that at which in accordance with normal banking procedures the Lender could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the Undersigned in respect of any Foreign Currency Obligation due by it to the Lender hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by the Lender of any sum adjudged to be so due in Canadian dollars the Lender may in accordance with normal banking procedures purchase the Foreign Currency with the Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to the Lender in the Foreign Currency, the Undersigned and each of the Undersigned agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such loss and if the Foreign Currency purchased exceeds the sum originally due to the Lender in the Foreign Currency the Lender agrees to remit such excess to the Undersigned as the Undersigned may be entitled thereto.

17. THE UNDERSIGNED hereby postpones all debts and liabilities of the Debtor to the Undersigned, both present and future, to the Indebtedness, and all moneys received by the Undersigned thereon shall be received as mandatory in trust for the Lender and shall be paid over to the Lender.
18. THE UNDERSIGNED hereby grants to the Lender the right to set off against any and all accounts, credits or balances maintained by it with the Lender, the aggregate amount of

any and all liabilities of the Undersigned hereunder if and when the same shall become due and payable.

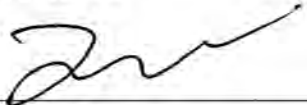
- 19. THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the Undersigned affecting the liability of the Undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantee held or which may hereafter be held by the Lender. The rights, remedies and benefits herein are cumulative and not in substitution for or exclusive of any rights, remedies or benefits which the Lender may otherwise have.
- 20. THIS GUARANTEE shall be construed in accordance with and be governed by the laws of the State of New York and for the purpose of legal proceedings this Guarantee shall be deemed to have been made in the State of New York and to be performed there, and the state and federal courts with the State of New York shall have jurisdiction over all disputes which may arise under this Guarantee and the Undersigned hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such Courts, provided always that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the Courts of any other province, country or jurisdiction.
- 21. IN THIS GUARANTEE, words importing the singular include the plural and vice versa, and words importing gender shall include all genders. In the event that this Guarantee is executed by more than one party, the liability of the Undersigned shall be joint and several.

DATED as of the 25<sup>th</sup> day of October, 2019.

**LINDA LIDDELL STRAUSE**

Linda Liddell Strause

**WITNESS:**



Name: Yuxiao Wang



**This is Exhibit "E" referred to in the affidavit  
of MAUREEN MCLAREN, SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 2021.**

DocuSigned by:

*Craig A. Mills*

---

**A COMMISSIONER FOR TAKING AFFIDAVITS**

## SECURITY AGREEMENT

This Security Agreement is made this 8th day of November, 2019 by **GARBO HOLDINGS LLC** (hereinafter referred to as "Grantor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of The Forest Road Company, LLC ("Secured Party").

To secure all obligations and liabilities of Grantor and of any one or more of them, to Secured Party, direct or contingent, due or to become due, now existing or hereafter arising from this Agreement or pursuant to that certain Guarantee by Grantor dated \_\_\_\_\_, by and between Grantor and Secured Party (collectively, the "Obligations"), Grantor pledges, pawns, assigns, collaterally assigns and delivers to Secured Party, and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against the following described property, now or hereafter owned by Grantor and wherever located:

- All tangible personal property and all physical properties of every kind or nature of which are owned by Grantor and all versions thereof;
- All insurance and insurance policies heretofore or hereafter placed upon asset owned by Grantor or the insurable properties thereof;
- All copyrights, rights in copyrights, interests in copyrights, and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained belonging to Grantor and the right (but not the obligation) to make publication thereof for copyright purposes, to register a claim under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) to sue in the name of the Grantor for past, present and future infringements of copyright;
- All Grantor's rent, revenues, income, compensation, products, increases, proceeds (including, without limitation, the proceeds of letters of credit) and profits or other property obtained or to be obtained from any transaction and of any collateral, allied, ancillary, merchandising and subsidiary rights therein and thereto deriving to Grantor, and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatsoever;
- Any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee;
- All of Grantor's accounts, accounts receivable, contract rights and general intangibles (as such terms are defined in the UCC) including all rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance);
- All funds in or to be credited to any bank account owned or maintained by Grantor;
- All of the Grantor's right, title and interest in and to any and all sums paid or payable to the Grantor now due or which hereinafter may become due to the Grantor by any state, federal, provincial, or other governmental body or authority directly or indirectly as a tax credit, tax refund, tax subsidy, production credit or similar government benefit, or by any tax shelter, or pursuant to any sale and leaseback transaction, any co-production structure, or any similar transaction, and any and all allied, ancillary and subsidiary rights therein;

- All title or titles and all of the Grantor's rights to the exclusive use thereof including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity;
- All cash and cash equivalents of the Grantor and all drafts, checks, certificates of deposit, notes, bills of exchange and other writings or negotiable instruments which evidence Grantor's right to the payment of money and are not themselves security agreements or leases and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or necessary assignment whether now owned or hereafter acquired;
- All Grantor's inventions, processes, formulae, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and the Grantor names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights held by Grantor, and Grantor's right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of Grantor for past, present or future infringement of trademark or patent;
- All of Grantor's fixtures, office equipment, receivables, inventory, investment securities, large operating equipment, vehicles, commercial instruments, letters of credit, chattel paper, contract rights, machinery, negotiable instruments, capital stock, partnership interests, products and other goods;

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products and proceeds of any of the foregoing (collectively, "Collateral"). Grantor agrees that with respect to each and any term describing the Collateral herein that is defined in either i) Article 9 of the Uniform Commercial Code in force in the jurisdiction in which this document was signed by the Grantor at the time it was signed; or in ii) Article 9 as in force at any relevant time in any applicable jurisdiction in which this document is effective or may be filed, the meaning to be ascribed thereto shall be that under the more encompassing definition.

Grantor further authorizes Secured Party at any time and without further consent from Grantor to file a carbon, photographic, facsimile, or other reproduction of this Security Agreement or Grantor's financing statement as a financing statement. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been satisfied and any financing statements filed in connection with this Security Agreement have been terminated. All interest, dividends, income, fruits, returns, accessions, profits, corporate distributions and proceeds with respect to the Collateral shall be delivered upon receipt to Secured Party in negotiable form. Grantor shall execute any endorsements, assignments, stock powers and financing statements with respect to the Collateral, in form and substance satisfactory to Secured Party, that Secured Party may reasonably request. Grantor represents and warrants that (a) Secured Party shall at all times have a perfected security interest in the Collateral free of all other security interests, liens and claims with the exception of those by Global Finance Group, Inc. and PNC Equipment Finance, LLC (b) the description and identification of the Collateral and Grantor's name, taxpayer identification number, and chief executive office are correctly stated herein. Grantor shall execute any additional documents reasonably required to perfect the security interest of Secured Party in the Collateral. Grantor authorizes Secured Party, in its sole discretion (a) to notify the obligor on any Collateral to make payments directly to Secured Party; (b) to receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) to settle, adjust and compromise, in Secured Party's sole discretion, all present and future claims arising with respect to the Collateral. Secured Party is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the

Collateral including, without limitation, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of Secured Party with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

Grantor shall not alienate or encumber the Collateral. Grantor shall not create or permit to exist any lien, claim or security interest on the Collateral except those in favor of Global Finance Group, Inc. and PNC Equipment Finance, LLC. Grantor shall not, without the prior written consent of Secured Party (a) change Grantor's domicile, name, legal form or taxpayer identification number, (b) move the location of its principal place of business or chief executive office, or (c) move the Collateral from ~~the locations disclosed on Schedule 1~~ its principal place of business.

If Grantor defaults in the timely performance of any of the Obligations, or if any warranty or representation of Grantor to Secured Party should be untrue at any time, then, at the option of Secured Party, the Obligations shall be immediately due and payable in full without notice or demand, and Secured Party, (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under executory process, under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Obligations, or under other legal procedure. For purposes of executory process, Grantor acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of Secured Party for the full amount of the Obligations, and agrees to enforcement by executory process. Grantor grants to Secured Party an irrevocable mandate and power of attorney (coupled with an interest) to exercise, after default, at Secured Party's sole discretionary option and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Grantor's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Secured Party hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Secured Party under applicable law.

The obligations of Grantor hereunder shall be joint, several and solidary and shall bind and obligate Grantor's successors, heirs and assigns. Secured Party may assign and transfer the Collateral to an assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Secured Party under this Security Agreement. This Security Agreement shall be governed by the internal laws of the State of New York. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

Secured Party hereby accepts this Security Agreement.

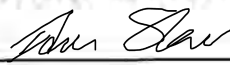
GARBO HOLDINGS LLC

Name:

Title: *Managing Member*

ACCEPTED:

THE FOREST ROAD COMPANY, LLC

By: 

Name: Idan Shani

Title: COO/CFO

**This is Exhibit "F" referred to in the affidavit  
of MAUREEN MCLAREN, SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 2021.**

DocuSigned by:

*Craig A. Mills*

**A COMMISSIONER FOR TAKING AFFIDAVITS**



## SECURITY AGREEMENT

This Security Agreement is made this 8th day of November, 2019 by **VITALITY VISUAL EFFECTS LLC** (hereinafter referred to as "Grantor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of The Forest Road Company, LLC ("Secured Party").

To secure all obligations and liabilities of Grantor and of any one or more of them, to Secured Party, direct or contingent, due or to become due, now existing or hereafter arising from this Agreement or pursuant to that certain Guarantee by Grantor dated \_\_\_\_\_, by and between Grantor and Secured Party (collectively, the "Obligations"), Grantor pledges, pawns, assigns, collaterally assigns and delivers to Secured Party, and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against the following described property, now or hereafter owned by Grantor and wherever located:

- All rights of every kind and nature (including, without limitation, copyrights) in and to the screenplay originally entitled Ed Quinn Vs Aliens registered on May 10, 2019 (the "Screenplay") (including any and all drafts, versions and variations of such Screenplay) and any other literary, musical, dramatic or other literary material of any kind or nature upon which, in whole or in part, the motion picture currently known as "Ed Quinn Vs." or whatever title such motion picture is or will be known as is or may be based (the "Picture"), or from which it is or may be adapted or inspired or which may be or has been used or included in the Picture including, without limitation, all scripts, scenarios, screenplays, bibles, stories, treatments, novels, outlines, books, titles, concepts, manuscripts or other properties or materials of any kind or nature in whatever state of completion and all drafts, versions and variations thereof (the "Literary Property");
- All physical properties of every kind or nature of or relating to the Picture which are owned by Grantor and all versions thereof, including, without limitation, all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Picture, and all versions thereof or any part thereof, including, without limitation, the Literary Property, and the Preprint Materials (the "Physical Properties");
- All physical elements of the Picture, including all negatives, duplicate negatives, fine grain prints, soundtracks, positive prints (cutouts and trims excepted), and sound, all video formats (including PAL/NTSC), and other physical properties in connection with the Picture and the trailer for the Picture, exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials (including interpositives, negatives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of pre-print elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised) soundtracks, recordings, audio and video tapes and discs of all types and gauges, cutouts, trims, non-analog recordings and tapes, including without limitation, any video digital recordings and HDTV format recordings, and any and all other physical properties of every kind and nature relating to the Picture in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof (the "Preprint Materials");
- To the extent retained by Grantor, all rights of every kind or nature in and to any and all music and musical compositions, to the extent owned and controlled by Grantor, created for, used in or to be used in connection with the Picture including, without

limitation, all copyrights therein and all rights to perform, copy, record, re-record, produce, publish, reproduce or synchronize any or all of said music and musical compositions as well as all other rights to exploit such music including record, soundtrack recording, and music publishing rights;

- All collateral, allied, ancillary, subsidiary, internet, publishing and merchandising rights of every kind and nature held by Grantor and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made or acquired, without limitation, derived from, appurtenant to or related to the Picture or the Literary Property (subject to any reserved rights of the author of the Literary Property) or any part thereof, and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made, acquired or produced, including, without limitation, all production, exploitation, reissue, remake, sequel, serial or series production rights by use of film, tape or any other recording devices now known or hereafter devised, whether based upon, derived from or inspired by the Picture, the Literary Property or any part thereof to the extent they are owned by Grantor; all rights of Grantor to use, exploit and license others to use or exploit any and all novelization, publishing, commercial tie-ups and merchandising rights of every kind and nature, including, without limitation, all novelization, publishing, merchandising rights and commercial tie-ups arising out of or connected with or inspired by the Picture or the Literary Property, the title or titles of the Picture, the characters appearing in the Picture or said Literary Property and/or the names or characteristics of said characters, and including further, without limitation, any and all commercial exploitation in connection with or related to the Picture, all remakes or sequels thereof and/or said Literary Property;
- All rights of every kind or nature, present and future, belonging to Grantor in and to all agreements relating to the development, production, completion, delivery and exploitation of the Picture, including, without limitation, all agreements for personal services, including the services of writers, directors, cast, producers, special effects personnel, personnel, animators, cameramen and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, locations, animation services, special effects services and laboratory contracts;
- All insurance and insurance policies heretofore or hereafter placed upon the Picture or the insurable properties thereof and/or any person or persons engaged in the development, production, completion, delivery or exploitation of the Picture and the proceeds thereof held by and/or owned by Grantor;
- All copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained upon the Picture or the Literary Property or any part thereof, belonging to Grantor and the right (but not the obligation) to make publication thereof for copyright purposes, to register a claim under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) to sue in the name of the Grantor for past, present and future infringements of copyright;
- All of Grantor's rights to produce, acquire, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit the Picture, the Literary Property and any and all rights therein in perpetuity, without limitation, in any manner and in any media whatsoever throughout the universe, including, without limitation, by projection, radio, all forms of television (including, without limitation, free, pay, toll, cable, sustaining subscription, sponsored and direct satellite broadcast), in theaters, non-theatrically, on the internet, on cassettes, cartridges and discs and by any and all other scientific, mechanical or



electronic means, methods, processes or devices now known or hereafter conceived, devised or created;

- All rights of the Grantor of any kind or nature, direct or indirect, to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize, or otherwise exploit the Picture, or any rights in the Picture, including, without limitation, pursuant to agreements between the Grantor and any affiliate of the Grantor which relate to the ownership, production, distribution, or financing of the Picture;
- All Grantor's contract rights and general intangibles which may arise in connection with the creation, production, completion, delivery, financing, ownership, possession or exploitation of the Picture or which grant to Grantor any right to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize, or otherwise exploit the Picture or any rights in the Picture and all Grantor's collateral, allied, ancillary, subsidiary and merchandising rights therein, and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made, acquired or produced and the rights and property, including, without limitation, all such rights pursuant to any sales agency agreement, production service agreements, licensing intermediary license agreements, distribution agreements and all agreements between the Grantor and any affiliate of the Grantor which relate to the ownership, production, distribution, or financing of the Picture;
- All Grantor's rent, revenues, income, compensation, products, increases, proceeds (including, without limitation, the proceeds of letters of credit) and profits or other property obtained or to be obtained from the production, release, sale, distribution, subdistribution, lease, sublease, marketing, licensing, sublicensing, exhibition, broadcast, transmission, reproduction, publication, ownership, exploitation or other uses or disposition of the Picture and the Literary Property (or any rights therein or part thereof), in any and all media, including without limitation, the properties thereof and of any collateral, allied, ancillary, merchandising and subsidiary rights therein and thereto deriving to Grantor, and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatsoever;
- Any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee with respect to the Picture and any element thereof;
- All of Grantor's accounts, accounts receivable, contract rights and general intangibles (as such terms are defined in the UCC) in connection with or relating to the Picture and to the Physical Properties, including all rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance) from the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sublicensing and other exploitation of the Picture or the Literary Property or any part thereof or any rights therein in any medium, whether now known or hereafter developed, by any means, method, process or device in any market;
- All of the Grantor's right, title and interest in, to and under any sales agency agreements, distribution agreements, licensing intermediary license agreements, production services agreement, and any and all other agreements relating to the exploitation of the Picture, including the Grantor's rights to receive payments thereunder, and all other rights to receive film rentals, license fees, distribution fees, producer's shares, royalties and other amounts of every description including, without

limitation, from (1) theatrical exhibitors, non-theatrical exhibitors, television networks and stations and airlines, cable television systems, pay television operators, whether on a subscription, per program charge basis or otherwise, and other exhibitors, (2) distributors, subdistributors, lessees, sublessees, licensees and sublicensees (including any affiliate of the Grantor) and (3) any other Person that distributes, exhibits or exploits the Picture or the Literary Property or elements or components of the Picture or the Literary Property or rights relating thereto;

- All funds in or to be credited to any bank account owned or maintained by Grantor;
- All of the Grantor's right, title and interest in and to any and all sums paid or payable to the Grantor now due or which hereinafter may become due to the Grantor by any state, federal, provincial, or other governmental body or authority directly or indirectly as a tax credit, tax refund, tax subsidy, production credit or similar government benefit, or by any tax shelter, or pursuant to any sale and leaseback transaction, any co-production structure, or any similar transaction, and any and all allied, ancillary and subsidiary rights therein, including the Tax Credits;
- All title or titles of the Picture and all of the Grantor's rights to the exclusive use thereof including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity;
- All cash and cash equivalents of the Grantor and all drafts, checks, certificates of deposit, notes, bills of exchange and other writings or negotiable instruments which evidence Grantor's right to the payment of money and are not themselves security agreements or leases and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or necessary assignment whether now owned or hereafter acquired;
- All Grantor's inventions, processes, formulae, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and the Grantor names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights held by Grantor relating to the Picture, and Grantor's right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of Grantor for past, present or future infringement of trademark or patent;
- All pre-delivery payments and any other property of any kind of the Grantor in the possession or under the control of the Secured Party or Secured Party or a bailee of the Secured Party or of their respective affiliates;
- All of Grantor's fixtures, office equipment, receivables, inventory, investment securities, large operating equipment, vehicles, commercial instruments, letters of credit, chattel paper, contract rights, machinery, negotiable instruments, capital stock, partnership interests, products and other goods;

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products and proceeds of any of the foregoing (collectively, "Collateral"). Grantor agrees that with respect to each and any term describing the Collateral herein that is defined in either i) Article 9 of the Uniform Commercial Code in force in the jurisdiction in

which this document was signed by the Grantor at the time it was signed; or in ii) Article 9 as in force at any relevant time in any applicable jurisdiction in which this document is effective or may be filed, the meaning to be ascribed thereto shall be that under the more encompassing definition.

Grantor further authorizes Secured Party at any time and without further consent from Grantor to file a carbon, photographic, facsimile, or other reproduction of this Security Agreement or Grantor's financing statement as a financing statement. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been satisfied and any financing statements filed in connection with this Security Agreement have been terminated. All interest, dividends, income, fruits, returns, accessions, profits, corporate distributions and proceeds with respect to the Collateral shall be delivered upon receipt to Secured Party in negotiable form. Grantor shall execute any endorsements, assignments, stock powers and financing statements with respect to the Collateral, in form and substance satisfactory to Secured Party, that Secured Party may reasonably request. Grantor represents and warrants that (a) Secured Party shall at all times have a perfected security interest in the Collateral free of all other security interests, liens and claims (b) the description and identification of the Collateral and Grantor's name, taxpayer identification number, and chief executive office are correctly stated herein. Grantor shall execute any additional documents reasonably required to perfect the security interest of Secured Party in the Collateral. Grantor authorizes Secured Party, in its sole discretion (a) to notify the obligor on any Collateral to make payments directly to Secured Party; (b) to receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) to settle, adjust and compromise, in Secured Party's sole discretion, all present and future claims arising with respect to the Collateral. Secured Party is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the Collateral including, without limitation, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of Secured Party with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.


Grantor shall not alienate or encumber the Collateral. Grantor shall not create or permit to exist any lien, claim or security interest on the Collateral shall not, without the prior written consent of Secured Party (a) change Grantor's domicile, name, legal form or taxpayer identification number, (b) move the location of its principal place of business or chief executive office, or (c) move the Collateral from ~~the locations disclosed on Schedule 1~~ its principal place of business.

If Grantor defaults in the timely performance of any of the Obligations, or if any warranty or representation of Grantor to Secured Party should be untrue at any time, then, at the option of Secured Party, the Obligations shall be immediately due and payable in full without notice or demand, and Secured Party, (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under executory process, under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Obligations, or under other legal procedure. For purposes of executory process, Grantor acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of Secured Party for the full amount of the Obligations, and agrees to enforcement by executory process. Grantor grants to Secured Party an irrevocable mandate and power of attorney (coupled with an interest) to exercise, after default, at Secured Party's sole discretionary option and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Grantor's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Secured Party hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Secured Party under applicable law.

The obligations of Grantor hereunder shall be joint, several and solidary and shall bind and obligate Grantor's successors, heirs and assigns. Secured Party may assign and transfer the Collateral to an assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Secured Party under this Security Agreement. This Security Agreement shall be governed by the internal laws of the State of New York. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

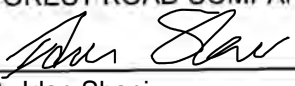
Secured Party hereby accepts this Security Agreement.

VITALITY VISUAL EFFECTS LLC

  
Name: DAVID G STRAUSE  
Title: MANAGING MEMBER

ACCEPTED:

THE FOREST ROAD COMPANY, LLC

By:   
Name: Idan Shani  
Title: COO/CFO

**This is Exhibit "G" referred to in the affidavit  
of MAUREEN MCLAREN, SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 2021.**

DocuSigned by:

*Craig A. Mills*

---

**A COMMISSIONER FOR TAKING AFFIDAVITS**



## SECURITY AGREEMENT

This Security Agreement is made this 8 day of November, 2019 by **DAVID STRAUSE** (hereinafter referred to as "Grantor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of The Forest Road Company, LLC ("Secured Party").

To secure all obligations and liabilities of Grantor and of any one or more of them, to Secured Party, direct or contingent, due or to become due, now existing or hereafter arising from this Agreement or pursuant to that certain Guarantee by Grantor dated \_\_\_\_\_, by and between Grantor and Secured Party (collectively, the "Obligations"), Grantor pledges, pawns, assigns, collaterally assigns and delivers to Secured Party, and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against the following described property, now or hereafter owned by Grantor and wherever located:

- All tangible personal property and all physical properties of every kind or nature of which are owned by Grantor and all versions thereof;
- All insurance and insurance policies heretofore or hereafter placed upon asset owned by Grantor or the insurable properties thereof;
- All copyrights, rights in copyrights, interests in copyrights, and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained belonging to Grantor and the right (but not the obligation) to make publication thereof for copyright purposes, to register a claim under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) to sue in the name of the Grantor for past, present and future infringements of copyright;
- All Grantor's rent, revenues, income, compensation, products, increases, proceeds (including, without limitation, the proceeds of letters of credit) and profits or other property obtained or to be obtained from any transaction and of any collateral, allied, ancillary, merchandising and subsidiary rights therein and thereto deriving to Grantor, and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatsoever;
- Any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee;
- All of Grantor's accounts, accounts receivable, contract rights and general intangibles (as such terms are defined in the UCC) including all rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance);
- All funds in or to be credited to any bank account owned or maintained by Grantor;
- All of the Grantor's right, title and interest in and to any and all sums paid or payable to the Grantor now due or which hereinafter may become due to the Grantor by any state, federal, provincial, or other governmental body or authority directly or indirectly as a tax credit, tax refund, tax subsidy, production credit or similar government benefit, or by any tax shelter, or pursuant to any sale and leaseback transaction, any co-production structure, or any similar transaction, and any and all allied, ancillary and subsidiary rights therein;

- All title or titles and all of the Grantor's rights to the exclusive use thereof including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity;
- All cash and cash equivalents of the Grantor and all drafts, checks, certificates of deposit, notes, bills of exchange and other writings or negotiable instruments which evidence Grantor's right to the payment of money and are not themselves security agreements or leases and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or necessary assignment whether now owned or hereafter acquired;
- All Grantor's inventions, processes, formulae, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and the Grantor names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights held by Grantor, and Grantor's right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of Grantor for past, present or future infringement of trademark or patent;
- All of Grantor's fixtures, office equipment, receivables, inventory, investment securities, large operating equipment, vehicles, commercial instruments, letters of credit, chattel paper, contract rights, machinery, negotiable instruments, capital stock, partnership interests, products and other goods;

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products and proceeds of any of the foregoing (collectively, "Collateral"). Grantor agrees that with respect to each and any term describing the Collateral herein that is defined in either i) Article 9 of the Uniform Commercial Code in force in the jurisdiction in which this document was signed by the Grantor at the time it was signed; or in ii) Article 9 as in force at any relevant time in any applicable jurisdiction in which this document is effective or may be filed, the meaning to be ascribed thereto shall be that under the more encompassing definition.

Grantor further authorizes Secured Party at any time and without further consent from Grantor to file a carbon, photographic, facsimile, or other reproduction of this Security Agreement or Grantor's financing statement as a financing statement. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been satisfied and any financing statements filed in connection with this Security Agreement have been terminated. All interest, dividends, income, fruits, returns, accessions, profits, corporate distributions and proceeds with respect to the Collateral shall be delivered upon receipt to Secured Party in negotiable form. Grantor shall execute any endorsements, assignments, stock powers and financing statements with respect to the Collateral, in form and substance satisfactory to Secured Party, that Secured Party may reasonably request. Grantor represents and warrants that (a) Secured Party shall at all times have a perfected security interest in the Collateral free of all other security interests, liens and claims (b) the description and identification of the Collateral and Grantor's name, taxpayer identification number, and chief executive office are correctly stated herein. Grantor shall execute any additional documents reasonably required to perfect the security interest of Secured Party in the Collateral. Grantor authorizes Secured Party, in its sole discretion (a) to notify the obligor on any Collateral to make payments directly to Secured Party; (b) to receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) to settle, adjust and compromise, in Secured Party's sole discretion, all present and future claims arising with respect to the Collateral. Secured Party is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the Collateral including, without limitation, rights against prior parties and shall not be liable in any

manner with respect to the Collateral. Any responsibility of Secured Party with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

Grantor shall not alienate or encumber the Collateral. Grantor shall not create or permit to exist any lien, claim or security interest on the Collateral. Grantor shall not, without the prior written consent of Secured Party (a) change Grantor's domicile, name, legal form or taxpayer identification number, (b) move the location of its principal place of business or chief executive office, or (c) move the Collateral from ~~the locations disclosed on Schedule T~~ to his principal place of business.

If Grantor defaults in the timely performance of any of the Obligations, or if any warranty or representation of Grantor to Secured Party should be untrue at any time, then, at the option of Secured Party, the Obligations shall be immediately due and payable in full without notice or demand, and Secured Party, (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under executory process, under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Obligations, or under other legal procedure. For purposes of executory process, Grantor acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of Secured Party for the full amount of the Obligations, and agrees to enforcement by executory process. Grantor grants to Secured Party an irrevocable mandate and power of attorney (coupled with an interest) to exercise, after default, at Secured Party's sole discretionary option and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Grantor's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Secured Party hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Secured Party under applicable law.

The obligations of Grantor hereunder shall be joint, several and solidary and shall bind and obligate Grantor's successors, heirs and assigns. Secured Party may assign and transfer the Collateral to an assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Secured Party under this Security Agreement. This Security Agreement shall be governed by the internal laws of the State of New York. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

Secured Party hereby accepts this Security Agreement.

DAVID STRAUSE



ACCEPTED:

THE FOREST ROAD COMPANY, LLC

By:

  
Name: Idan Shani

Title: COO/CFO



**This is Exhibit "H" referred to in the affidavit  
of MAUREEN MCLAREN, SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 2021.**

DocuSigned by:

*Craig A. Mills*

---

**A COMMISSIONER FOR TAKING AFFIDAVITS**

## SECURITY AGREEMENT

This Security Agreement is made this 8 day of November, 2019 by **LINDA STRAUSE** (hereinafter referred to as "Grantor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of The Forest Road Company, LLC ("Secured Party").

To secure all obligations and liabilities of Grantor and of any one or more of them, to Secured Party, direct or contingent, due or to become due, now existing or hereafter arising from this Agreement or pursuant to that certain Guarantee by Grantor dated \_\_\_\_\_, by and between Grantor and Secured Party (collectively, the "Obligations"), Grantor pledges, pawns, assigns, collaterally assigns and delivers to Secured Party, and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against the following described property, now or hereafter owned by Grantor and wherever located:

- All tangible personal property and all physical properties of every kind or nature of which are owned by Grantor and all versions thereof;
- All insurance and insurance policies heretofore or hereafter placed upon asset owned by Grantor or the insurable properties thereof;
- All copyrights, rights in copyrights, interests in copyrights, and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained belonging to Grantor and the right (but not the obligation) to make publication thereof for copyright purposes, to register a claim under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) to sue in the name of the Grantor for past, present and future infringements of copyright;
- All Grantor's rent, revenues, income, compensation, products, increases, proceeds (including, without limitation, the proceeds of letters of credit) and profits or other property obtained or to be obtained from any transaction and of any collateral, allied, ancillary, merchandising and subsidiary rights therein and thereto deriving to Grantor, and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatsoever;
- Any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee;
- All of Grantor's accounts, accounts receivable, contract rights and general intangibles (as such terms are defined in the UCC) including all rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance);
- All funds in or to be credited to any bank account owned or maintained by Grantor;
- All of the Grantor's right, title and interest in and to any and all sums paid or payable to the Grantor now due or which hereinafter may become due to the Grantor by any state, federal, provincial, or other governmental body or authority directly or indirectly as a tax credit, tax refund, tax subsidy, production credit or similar government benefit, or by any tax shelter, or pursuant to any sale and leaseback transaction, any co-production structure, or any similar transaction, and any and all allied, ancillary and subsidiary rights therein;

- All title or titles and all of the Grantor's rights to the exclusive use thereof including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity;
- All cash and cash equivalents of the Grantor and all drafts, checks, certificates of deposit, notes, bills of exchange and other writings or negotiable instruments which evidence Grantor's right to the payment of money and are not themselves security agreements or leases and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or necessary assignment whether now owned or hereafter acquired;
- All Grantor's inventions, processes, formulae, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and the Grantor names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights held by Grantor, and Grantor's right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of Grantor for past, present or future infringement of trademark or patent;
- All of Grantor's fixtures, office equipment, receivables, inventory, investment securities, large operating equipment, vehicles, commercial instruments, letters of credit, chattel paper, contract rights, machinery, negotiable instruments, capital stock, partnership interests, products and other goods;

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products and proceeds of any of the foregoing (collectively, "Collateral"). Grantor agrees that with respect to each and any term describing the Collateral herein that is defined in either i) Article 9 of the Uniform Commercial Code in force in the jurisdiction in which this document was signed by the Grantor at the time it was signed; or in ii) Article 9 as in force at any relevant time in any applicable jurisdiction in which this document is effective or may be filed, the meaning to be ascribed thereto shall be that under the more encompassing definition.

Grantor further authorizes Secured Party at any time and without further consent from Grantor to file a carbon, photographic, facsimile, or other reproduction of this Security Agreement or Grantor's financing statement as a financing statement. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been satisfied and any financing statements filed in connection with this Security Agreement have been terminated. All interest, dividends, income, fruits, returns, accessions, profits, corporate distributions and proceeds with respect to the Collateral shall be delivered upon receipt to Secured Party in negotiable form. Grantor shall execute any endorsements, assignments, stock powers and financing statements with respect to the Collateral, in form and substance satisfactory to Secured Party, that Secured Party may reasonably request. Grantor represents and warrants that (a) Secured Party shall at all times have a perfected security interest in the Collateral free of all other security interests, liens and claims (b) the description and identification of the Collateral and Grantor's name, taxpayer identification number, and chief executive office are correctly stated herein. Grantor shall execute any additional documents reasonably required to perfect the security interest of Secured Party in the Collateral. Grantor authorizes Secured Party, in its sole discretion (a) to notify the obligor on any Collateral to make payments directly to Secured Party; (b) to receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) to settle, adjust and compromise, in Secured Party's sole discretion, all present and future claims arising with respect to the Collateral. Secured Party is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the Collateral including, without limitation, rights against prior parties and shall not be liable in any

manner with respect to the Collateral. Any responsibility of Secured Party with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

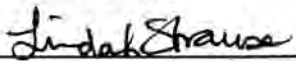
Grantor shall not alienate or encumber the Collateral. Grantor shall not create or permit to exist any lien, claim or security interest on the Collateral. Grantor shall not, without the prior written consent of Secured Party (a) change Grantor's domicile, name, legal form or taxpayer identification number, (b) move the location of its principal place of business or chief executive office, or (c) move the Collateral from ~~the locations disclosed on Schedule 4~~ her principal place of business.

If Grantor defaults in the timely performance of any of the Obligations, or if any warranty or representation of Grantor to Secured Party should be untrue at any time, then, at the option of Secured Party, the Obligations shall be immediately due and payable in full without notice or demand, and Secured Party, (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under executory process, under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Obligations, or under other legal procedure. For purposes of executory process, Grantor acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of Secured Party for the full amount of the Obligations, and agrees to enforcement by executory process. Grantor grants to Secured Party an irrevocable mandate and power of attorney (coupled with an interest) to exercise, after default, at Secured Party's sole discretionary option and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Grantor's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Secured Party hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Secured Party under applicable law.

The obligations of Grantor hereunder shall be joint, several and solidary and shall bind and obligate Grantor's successors, heirs and assigns. Secured Party may assign and transfer the Collateral to an assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Secured Party under this Security Agreement. This Security Agreement shall be governed by the internal laws of the State of New York. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

Secured Party hereby accepts this Security Agreement.

LINDA STRAUSE

  
\_\_\_\_\_

ACCEPTED:

THE FOREST ROAD COMPANY, LLC

By:   
\_\_\_\_\_

Name: Idan Shani

Title: COO/CFO



TAB 4

**McLaren, Maureen**

---

**From:** Iqbal, Asim  
**Sent:** Tuesday, August 17, 2021 2:53 PM  
**To:** Mills, Craig  
**Cc:** Tawfik, Elsir; McLaren, Maureen  
**Subject:** Fwd: THE FOREST ROAD COMPANY, LLC v. SKYLINE 2 PRODUCTIONS INC. (Court File No. CV-21-00665781-00CL)  
**Attachments:** CV-21-00665781-00CL\_The Forest Road Company, LLC v. Skyline 2 Productions Inc. \_Order.pdf

Get [Outlook for iOS](#)

**ASIM IQBAL**  
Partner**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.597.6008

**Fax:** +1 416.595.8695

**Email:** [aiqbal@millerthomson.com](mailto:aiqbal@millerthomson.com)

[millerthomson.com](http://millerthomson.com)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

---

**From:** Cavanagh, Justice Peter (SCJ) <Peter.Cavanagh@scj-csj.ca>

**Sent:** Tuesday, August 17, 2021 2:51:10 PM

**To:** Iqbal, Asim <aiqbal@millerthomson.com>; Tawfik, Elsir <etawfik@millerthomson.com>

**Cc:** JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>

**Subject:** [\*\*EXT\*\*] THE FOREST ROAD COMPANY, LLC v. SKYLINE 2 PRODUCTIONS INC. (Court File No. CV-21-00665781-00CL)



**Counsel:**

Asim Iqbal and Elsir Tawfik for Applicant

No one appearing for Respondent

**Endorsement:**

The Applicant, The Forest Road Company, LLC ("FRC"), brings this application for the appointment of MNP Ltd. as interim receiver pursuant to section 47 of the BIA and section 101 of the CJA in order to preserve and protect the assets of the Respondent, Skyline 2 Productions Inc. (the "Debtor"). Although a representative of the Respondent, Mr. Strause, appeared before Justice Koehnen on July 20, 2021 when the hearing date for this application was scheduled, no one appeared on behalf of the Debtor today. Although Justice Koehnen set a schedule for delivery of materials and factums for this application, no materials were delivered on behalf of the Debtor. The calendar invitation for the Zoom hearing was accepted.

FRC is a secured creditor of the Debtor. The loan is in default. The primary security held by FRC is in respect of tax credit proceeds (the "Tax Credit Proceeds") related to a film production. Despite FRC's efforts to get information on the status of the Tax Credit Proceeds from the Debtor, its accountants and the Canada Revenue Agency, it has been unable to obtain such information. The Debtor has failed to execute the required consent forms authorizing FRC to communicate with CRA or its accountants despite numerous requests. As the Debtor has been uncooperative, FRC seeks the appointment of an interim receiver to, among other things, protect and preserve its security position.

The evidence with respect to the loan made by FRC to the Debtor, and the security, is set out in paragraphs 6-13 of FRC's factum. The evidence with respect to FRC's efforts to obtain information on the tax credits is set out in paragraphs 14-19 of FRC's factum. The evidence with respect to default and demands for payment is set out in paragraphs 20-21 of FRC's factum. As of June 18, 2021, the outstanding amount due and owing under the loan made by FRC to the Debtor is 1,396,061 USD, inclusive of accrued interest and costs. FRC has lost trust and confidence in the Debtor and is concerned about the status of the Tax Credit Proceeds.

An interim receiver may be appointed pursuant to section 47 of the BIA and section 101 of the CJA. Under section 47 (2) of the BIA, an interim receiver may take possession of all or part of the debtor's property, exercise control over that property and the debtor's business, take conservatory measures and summarily dispose of property that is likely to depreciate rapidly in value. Courts require that there be some risk to the assets in order to appoint an interim receiver which is more than merely speculative, but do not require the applicant to go so far as to prove an actual immediate risk to assets where a secured creditor with significant risk has lost confidence in the debtor. See *Maximum Financial Services Inc. v. Corporate Cars Ltd. Partnership* (2006), 29 C.B.R.(5<sup>th</sup>) 110 (Ont. S.C.J.), at para. 15.

FRC is a secured creditor of the Debtor and is entitled to bring an application under section 47 of the BIA. Pursuant to section 6 (1) of the General Security Agreement held by FRC as security for the loan, the occurrence of an event of default grants FRC the right to seek the appointment of a receiver.

On the evidence provided, I am satisfied that the appointment of an interim receiver is necessary to protect the Debtor's estate and the interests of FRC and other creditors.

Order to issue in form of attached order signed by me. Entry of this order is dispensed with.

This application will come back for a hearing before me on September 17, 2021 at 9:30 a.m. for ½ hour.





-----  
[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

-----

## TAB 5

Court File No.: CV-21-00665781-00CL

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

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS  
AMENDED

THE HONOURABLE	)	FRIDAY, THE 17 <sup>TH</sup>
	)	
JUSTICE CAVANAGH	)	DAY OF SEPTEMBER, 2021

BETWEEN:

THE FOREST ROAD COMPANY, LLC

Applicant

- and -

SKYLINE 2 PRODUCTIONS INC.

Respondent

**DISCHARGE ORDER**  
(Interim Receivership)

THIS MOTION, made by the Applicant, Forest Road Company, LLC, for an order:

1. approving the activities of MNP Ltd. ("**MNP**") in its capacity as the court-appointed interim receiver (the "**Interim Receiver**") appointed pursuant to the order of Mr. Justice Cavanagh dated August 17, 2021 (the "**Appointment Order**") over the assets and property of Skyline 2 Productions Inc. (the "**Debtor**") as set out in the First Report of the Interim Receiver dated September 15, 2021 (the "**First Report**");
2. approving the fees and disbursements of the Interim Receiver;

3. approving the application by the Interim Receiver of the funds held in the accounts of the Debtor at the Canadian Imperial Bank of Commerce to the Interim Receiver's fees and disbursements;
4. discharging MNP Ltd. as Interim Receiver of the undertaking, assets and property of the Debtor; and
5. releasing MNP Ltd. from any and all liability, as set out in paragraph 6 of this Order,

was heard was heard this day by judicial videoconference via Zoom due to the COVID-19 pandemic.

ON READING the First Report and the affidavit of Sheldon Title, sworn, as to the Interim Receiver's fees and disbursements (the "**Fee Affidavit**") and the affidavit of Maureen McLaren, sworn September 15, 2021, and on hearing the submissions of counsel for the Applicant, no one else appearing although served as evidenced by the Affidavit of Maureen McLaren sworn September 15, 2021, respectively, filed;

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record therein be and is hereby abridged and the service thereof validated so that the Motion is properly returnable today.
2. THIS COURT ORDERS that the activities of the Interim Receiver as set out in the First Report are hereby approved.
3. THIS COURT ORDERS that the fees and disbursements of the Interim Receiver and its counsel and its estimates with respect to the remaining fees and disbursements

to complete the estate herein (collectively, the “**Professional Fees**”), as set out in the First Report and the Fee Affidavit, are hereby approved.

4. THIS COURT ORDERS that the Canadian Imperial Bank of Commerce (“**CIBC**”) shall immediately forward to the Interim Receiver all funds held in the Canadian and US currency accounts of the Debtor (“**Funds on Deposit**”). Upon receipt of the Funds on Deposit, the Interim Receiver is authorized to apply such funds to the Interim Receiver’s fees and disbursements herein approved.

5. THIS COURT ORDERS that upon filing a certificate in the form set out as **Schedule “A”** hereto certifying that it has completed the other activities described in the First Report, the Interim Receiver shall be discharged as Interim Receiver of the property and assets of the Debtor, provided however that notwithstanding its discharge herein, (a) the Interim Receiver shall remain Interim Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Interim Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of MNP Ltd. in its capacity as Interim Receiver.

6. THIS COURT ORDERS AND DECLARES that MNP Ltd. is hereby released and discharged from any and all liability that MNP Ltd. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of MNP Ltd. while acting in its capacity as Interim Receiver herein, save and except for any gross negligence or wilful misconduct on the Interim Receiver's part. Without limiting the generality of the foregoing, MNP Ltd. is hereby forever released and discharged from any and all liability

relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Interim Receiver's part.

7. THIS COURT ORDERS that the Interim Receiver is authorized and directed to provide copies of any additional information received by the Interim Receiver from CIBC and/or the Royal Bank of Canada to the Applicant.

8. THIS COURT ORDERS that the Interim Receiver is at liberty to seek the advice and direction of the Court in respect to the completion of its Remaining Duties (as defined in the First Report), including in respect to any additional information received subsequent to this Order from CIBC and/or the Royal Bank of Canada.

---

**Schedule A**

Court File No.: CV-21-00665781-00CL

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

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS  
AMENDED

BETWEEN:

THE FOREST ROAD COMPANY, LLC

Applicant

- and -

SKYLINE 2 PRODUCTIONS INC.

Respondent

**DISCHARGE CERTIFICATE**

The undersigned, MNP Ltd., in its capacity as court appointed Interim Receiver without security (the “**Interim Receiver**”) of all of the assets, property of Skyline 2 Productions Inc. (the “**Debtor**”), hereby certifies, for the purposes of the Order of The Honourable Justice Cavanagh dated the 17<sup>th</sup> day of September, 2021 (the “**Discharge Order**”), that:

1. The administration of the interim receivership of the property and assets of the Debtor and the remaining receivership activities as described in the First Report of the Interim Receiver dated September 15, 2021 have been completed.
2. The payment of fees and disbursements of the Interim Receiver as approved by the Order has been completed.

DATED at Toronto, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2021

MNP Ltd, in its capacity as court appointed Interim Receiver of the property and assets of Skyline 2 Productions Inc.

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

(Authorized Signing Officer)



THE FOREST ROAD COMPANY, LLC

and

SKYLINE 2 PRODUCTIONS INC.

Court File No.: CV-21-00665781-00CL

Applicant

Respondent

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

Proceeding commenced at TORONTO

**DISCHARGE ORDER**  
(Interim Receivership)

**MILLER THOMSON LLP**

SCOTIA PLAZA

40 KING STREET WEST, SUITE 5800

P.O. Box 1011

TORONTO, ON CANADA M5H 3S1

Craig A. Mills LSO#40947B

Tel: 416.595.8596

Fax: 416.595.8695

cmills@millerthomson.com

Lawyers for the Applicant



Court File No. —: CV-21-00665781-00CL

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

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS AMENDED

THE HONOURABLE ) ~~WEEKDAY~~FRIDAY, THE #17<sup>TH</sup>  
JUSTICE —CAVANAGH ) )  
DAY OF ~~MONTH~~SEPTEMBER,  
20YR2021

BETWEEN:  
~~BETWEEN:~~

**PLAINTIFF**

~~Plaintiff~~

THE FOREST ROAD COMPANY, LLC

Applicant

- and —

**DEFENDANT**

~~Defendant~~

SKYLINE 2 PRODUCTIONS INC.

Respondent

**DISCHARGE ORDER**  
(Interim Receivership)

THIS MOTION, made by [~~RECEIVER'S NAME~~] in its capacity as the Court appointed receiver (the "Receiver") of the undertaking, property and assets of [~~DEBTOR~~] (the "~~Debtor~~") Applicant, Forest Road Company, LLC, for an order:

1. approving the activities of ~~the Receiver as set out in the report~~ MNP Ltd. ("MNP") in its capacity as the court-appointed interim receiver (the "Interim Receiver") appointed pursuant to the order of Mr. Justice Cavanagh dated August 17, 2021 (the "Appointment Order") over the assets and property of Skyline 2 Productions Inc. (the "Debtor") as set out in the First Report of the Interim Receiver dated ~~[DATE]~~ September 15, 2021 (the "First Report");
2. approving the fees and disbursements of the Interim Receiver ~~and its counsel~~;
3. approving the ~~distribution~~ application by the Interim Receiver of the ~~remaining proceeds available~~ funds held in the ~~estate~~ accounts of the Debtor; ~~and~~ at the Canadian Imperial Bank of Commerce to the Interim Receiver's fees and disbursements;
4. discharging ~~[RECEIVER'S NAME]~~ MNP Ltd. as Interim Receiver of the undertaking, assets and property ~~and assets~~ of the Debtor; and
5. releasing ~~[RECEIVER'S NAME]~~ MNP Ltd. from any and all liability, as set out in paragraph ~~56~~ 56 of this Order<sup>†</sup>,

was heard was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by judicial videoconference via Zoom due to the COVID-19 pandemic.

ON READING the First Report, ~~the affidavits of the Receiver and its counsel as to~~ and the affidavit of Sheldon Title, sworn, as to the Interim Receiver's fees and disbursements (the "Fee Affidavits"), Affidavit") and the affidavit of Maureen McLaren, sworn September 15, 2021, and on hearing the submissions of counsel for the ~~Receiver~~ Applicant, no one

---

<sup>†</sup> ~~If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.~~

else appearing although served as evidenced by the Affidavit of ~~[NAME]~~Maureen McLaren sworn ~~[DATE]~~September 15, 2021, respectively, filed<sup>2</sup>;

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

2. ~~1.~~ THIS COURT ORDERS that the activities of the Interim Receiver, as set out in the First Report, are hereby approved.

3. ~~2.~~ THIS COURT ORDERS that the fees and disbursements of the Interim Receiver and its counsel and its estimates with respect to the remaining fees and disbursements to complete the estate herein (collectively, the “Professional Fees”), as set out in the First Report and the Fee ~~Affidavits~~Affidavit, are hereby approved.

4. ~~3.~~ THIS COURT ORDERS that, ~~after payment of the~~ the Canadian Imperial Bank of Commerce (“CIBC”) shall immediately forward to the Interim Receiver all funds held in the Canadian and US currency accounts of the Debtor (“Funds on Deposit”). Upon receipt of the Funds on Deposit, the Interim Receiver is authorized to apply such funds to the Interim Receiver’s fees and disbursements herein approved, ~~the Receiver shall pay the monies remaining in its hands to [NAME OF PARTY]~~<sup>3</sup>.

5. ~~4.~~ THIS COURT ORDERS that upon ~~payment of the amounts set out in paragraph 3 hereof [and upon the Receiver~~ filing a certificate in the form set out as Schedule “A” hereto certifying that it has completed the other activities described in the First Report, the

<sup>2</sup> ~~This model order assumes that the time for service does not need to be abridged.~~

<sup>3</sup> ~~This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.~~

Interim Receiver shall be discharged as Interim Receiver of the ~~undertaking~~, property and assets of the Debtor, provided however that notwithstanding its discharge herein, (a) the Interim Receiver shall remain Interim Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Interim Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of ~~[RECEIVER'S NAME]~~MNP Ltd. in its capacity as Interim Receiver.

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

---

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

7. THIS COURT ORDERS that the Interim Receiver is authorized and directed to provide copies of any additional information received by the Interim Receiver from CIBC and/or the Royal Bank of Canada to the Applicant.

8. THIS COURT ORDERS that the Interim Receiver is at liberty to seek the advice and direction of the Court in respect to the completion of its Remaining Duties (as defined in the First Report), including in respect to any additional information received subsequent to this Order from CIBC and/or the Royal Bank of Canada.

---

- 6 -

**Schedule A**

Court File No.: CV-21-00665781-00CL

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

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF  
 BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C B-3, AS AMENDED AND  
 SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C 43, AS AMENDED

BETWEEN:

THE FOREST ROAD COMPANY, LLC

Applicant

- and -

SKYLINE 2 PRODUCTIONS INC.

Respondent

**DISCHARGE CERTIFICATE**

The undersigned, MNP Ltd., in its capacity as court appointed Interim Receiver without  
 security (the “**Interim Receiver**”) of all of the assets, property of Skyline 2 Productions  
 Inc. (the “**Debtor**”), hereby certifies, for the purposes of the Order of The Honourable  
 Justice Cavanagh dated the 17<sup>th</sup> day of September, 2021 (the “**Discharge Order**”), that:

1. The administration of the interim receivership of the property and assets of the  
 Debtor and the remaining receivership activities as described in the First Report of the  
 Interim Receiver dated September 15, 2021 have been completed.

2. The payment of fees and disbursements of the Interim Receiver as approved by  
 the Order has been completed.



DATED at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

MNP Ltd, in its capacity as court appointed Interim  
Receiver of the property and assets of Skyline 2  
Productions Inc.

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

(Authorized Signing Officer)

THE FOREST ROAD COMPANY, LLC and SKYLINE 2 PRODUCTIONS INC.

Court File No.: CV-21-00665781-00CL

Applicant

Respondent

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

Proceeding commenced at TORONTO

**DISCHARGE ORDER**  
**(Interim Receivership)**

**MILLER THOMSON LLP**  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. Box 1011  
TORONTO, ON CANADA M5H 3S1

Craig A. Mills LSO#40947B  
Tel: 416.595.8596  
Fax: 416.595.8695  
cmills@millerthomson.com

Lawyers for the Applicant

-2-

Document comparison by Workshare 9.5 on Wednesday, September 15, 2021  
3:49:03 PM

Input:	
Document 1 ID	interwovenSite://MTDMSWSSC.MILLERTHOMSON.CORP/Legal/57006641/1
Description	#57006641v1<Legal> - MODEL - receivership-discharge-order-EN
Document 2 ID	interwovenSite://MTDMSWSSC.MILLERTHOMSON.CORP/Legal/56951351/2
Description	#56951351v2<Legal> - Order - discharge
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
Moved from	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	114
Deletions	92
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	206

THE FOREST ROAD COMPANY, LLC  
Applicant

And

SKYLINE 2 PRODUCTIONS INC. et al.  
Respondent

Court File No.: CV-21-00665781-00CL

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

Proceeding commenced at TORONTO

**MOTION RECORD  
(RETURNABLE SEPTEMBER 17, 2021)**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

Craig A. Mills LSO#: 40947B  
Tel: 416.595.8596  
Fax: 416.595.8695  
Email: cmills@millerthomson.com

Elsir Tawfik, LSO#: 79819D  
Tel: 416.595.2663  
Fax: 416.595.8695  
Email: etawfik@millerthomson.com

Lawyers for the Applicant