

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

BETWEEN:

TRUIST BANK, AS AGENT

Applicant

- and -

**KEW MEDIA GROUP INC., KEW MEDIA INTERNATIONAL (CANADA) INC.
and ARCHITECT FILMS INC.**

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *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. C-43, AS AMENDED

**APPLICATION RECORD
(returnable February 28, 2020)**

VOLUME 2 OF 3

Date: February 27, 2020

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This is Exhibit "D" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023

Christine M. White
A notary public

SECOND AMENDMENT
TO
AMENDED AND RESTATED REVOLVING CREDIT AND TERM LOAN
AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AND TERM LOAN AGREEMENT (this "Amendment") is entered into as of November 12, 2019, by and among Kew Media Group Inc., a corporation incorporated under the laws of the Province of Ontario ("Parent"), Kew Media International Limited, a company incorporated under the laws of England and Wales formerly known as Content Media Corporation International Limited ("KMIL" and, together with Parent, collectively "Borrowers" and each individually a "Borrower"), the Lenders signatory hereto and SunTrust Bank, as Administrative Agent.

RECITALS

A. Borrowers, Lenders and Administrative Agent have entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of July 23, 2018, as amended pursuant to that certain First Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 28, 2019 (the "First Amendment to Agreement") (as so amended and as the same may be further amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, collectively, the "Agreement"), pursuant to which, among other things, Administrative Agent and Lenders agreed to provide certain financial accommodations to or for the benefit of Borrowers upon the terms and conditions set forth therein. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement.

B. Borrowers have requested that Administrative Agent and Lenders (1) (a) convert \$22,500,000 of Revolving Loans outstanding immediately prior to the Amendment Effective Date to Term Loans on the Amendment Effective Date and (b) concomitantly reduce the Aggregate Revolving Commitments by \$22,500,000 from \$90,000,000 to \$67,500,000, and (2) make certain other amendments to the Agreement, and Administrative Agent and Lenders are willing to do so subject to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the continued performance by each of the parties hereto of their respective promises and obligations under the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Ratification and Incorporation of Agreement and other Loan Documents; Acknowledgment of Incremental Revolving Commitments. Except as expressly modified under this Amendment, (a) each Borrower hereby acknowledges, confirms and ratifies all of the terms and conditions set forth in, and all of its obligations under, the

Agreement and the other Loan Documents, and (b) all of the terms and conditions set forth in the Agreement and the other Loan Documents are incorporated herein by this reference as if set forth in full herein. Without limiting the generality of the foregoing, each Borrower hereby acknowledges that Incremental Revolving Commitments in the aggregate amount of \$10,000,000 have been provided in accordance with Section 2.21(a) of the Agreement as more fully set forth in the First Amendment to Agreement, and the Commitments of the Lenders and Schedule II to the Agreement were amended accordingly as set forth in the First Amendment to Agreement.

2. Amendments to Agreement and other Loan Documents. The Agreement is hereby amended as follows:

a. The definition of “Library Advance Rate” set forth in Section 1.1 of the Agreement is hereby amended by deleting the grid set forth therein in its entirety and substituting the following grid in lieu thereof:

Period	Library Advance Rate
Second Amendment Effective Date through December 30, 2019	40.0%
December 31, 2019, through June 29, 2020	35.0%
June 30, 2020, through December 30, 2020	32.5%
December 31, 2020, through December 30, 2021	30.0%
From and after December 31, 2021	25.0%

b. The definition of “Term Loan Amortization Trigger Date” in Section 1.1 of the Agreement is hereby deleted in its entirety.

c. The definition of “Unsold Rights Credit” in Section 1.1 of the Agreement is hereby amended effective as of December 31, 2019, by deleting in paragraphs (a) and (b) of such definition: (i) each reference to “(x)”;

and (ii) clause (y) and the word “and” immediately preceding clause (y).

d. Section 1.1 of the Agreement is hereby further amended by adding the following definitions thereto in appropriate alphabetical order:

“Second Amendment Effective Date” shall mean the “Amendment Effective Date” under and as defined in the Second Amendment to Agreement.

“Second Amendment to Agreement” shall mean that certain Second Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of November 12, 2019, by and among Borrowers, the Lenders signatory thereto and Administrative Agent.

e. Section 2.7(b) of the Agreement is hereby amended by deleting the references therein to “September 30, 2018” and “2.5%” and substituting “December 31, 2019” and “3.75%” respectively in lieu thereof.

f. Section 2.10(c) of the Agreement is hereby amended by deleting the reference in clause (ii) of the third waterfall tier to “\$7,000,000” and substituting “the amount (if any) required to reduce the remaining aggregate outstanding principal amount of the Term Loans to \$20,000,000” in lieu thereof.

g. Section 2.10(g) of the Agreement is hereby amended by deleting the clause “and continuing until the Term Loan Amortization Trigger Date,” in the first sentence thereof in its entirety.

h. Section 5.1(e) of the Agreement is hereby amended by (i) inserting a “(i)” immediately preceding the reference to “a new Borrowing Base Certificate” therein and (ii) inserting the following new clause (ii) immediately preceding the semicolon at the end thereof: “, and (ii) a report signed by a Responsible Officer of Parent dated as of the last day of the immediately prior Fiscal Month certifying compliance with the Investment baskets set forth in Section 7.4(p) and setting forth in reasonable detail the recoupment status of all such Investments and any changes therein from the report required to be delivered pursuant to this clause (ii) in the prior Fiscal Month.”

i. Section 6.7 of the Agreement is hereby deleted in its entirety.

j. Section 7.4(p) of the Agreement is hereby amended by deleting the references therein to “\$6,500,000” and “\$17,500,000” and substituting “\$3,000,000” and “\$15,000,000” respectively in lieu thereof.

k. Schedule I of the Agreement is hereby deleted in its entirety and the revised version of Schedule I attached hereto as Appendix A is substituted in lieu thereof.

l. Schedule II of the Agreement is hereby deleted in its entirety and the revised version of Schedule II attached hereto as Appendix B is substituted in lieu thereof.

m. Notwithstanding any contrary term or provision set forth in the Agreement, (i) Revolving Loans in an aggregate outstanding principal amount of \$22,500,000 shall be converted to and deemed to constitute Term Loans for all purposes of the Agreement, which conversion shall be effectuated on a pro rata basis in accordance with each Lender’s Pro Rata Share of such Revolving Loans, (ii) the Aggregate Revolving Commitments shall be concomitantly reduced by \$22,500,000 from \$90,000,000 to \$67,500,000, and (iii) the aggregate Term Loan Commitments of the Lenders shall be concomitantly increased by \$22,500,000 from \$17,500,000 (reflecting the aggregate outstanding principal amount of the Term Loans of the Lenders as of the date immediately preceding the effectiveness of this Amendment) to \$40,000,000, in each case as reflected in Schedule II of the Agreement as amended hereunder.

n. Notwithstanding any contrary term or provision set forth in the Agreement, at any time during the period from the Amendment Effective Date through December 30, 2020 (or such earlier date on which the Loan Parties have requested to reduce the Library Advance Rate to 30.0% pursuant to an amendment to the Agreement), the prior written approval of the Required Lenders shall be required as an additional condition to (i) any Permitted Acquisition, (ii) any Permitted JV/Other Financing Arrangement and (iii) any Restricted Payment otherwise permitted pursuant to Section 7.5(c).

3. Conditions to Effectiveness. The effectiveness of this Amendment is subject to satisfaction of each of the following conditions precedent (the date upon which all such conditions precedent shall have been satisfied, the "Amendment Effective Date"):

a. Administrative Agent shall have received a copy of this Amendment duly executed and delivered by each Borrower and Lenders;

b. Administrative Agent shall have received, for the ratable benefit of Lenders and in immediately available funds, a fully earned and non-refundable amendment fee in the amount of .10% of the aggregate Commitments as of the Amendment Effective Date;

c. the representations and warranties of Borrowers contained in Section 6 below shall be true and correct; and

d. no Default or Event of Default shall have occurred and be continuing as of the date hereof.

4. Condition Subsequent. Parent shall engage PricewaterhouseCoopers LLC ("PwC") to provide advisory services to the Loan Parties pursuant to a binding engagement letter to be entered into by Parent and PwC no later than November 30, 2019, the scope of services, deliverables, timetable and other terms of which shall be in form and substance acceptable to Administrative Agent. If the foregoing condition subsequent has not been satisfied by the due date therefor, then such failure shall constitute an immediate Event of Default.

5. Entire Agreement. This Amendment, together with the Agreement and the other Loan Documents, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the Agreement and the other Loan Documents shall remain in full force and effect.

6. Representations and Warranties. Each Borrower hereby represents and warrants that the representations and warranties contained in the Agreement were true and correct in all material respects when made and, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, are true and correct in all

material respects as of the date hereof. Each Borrower hereby further represents and warrants that (a) the execution, delivery and performance by such Borrower of this Amendment are within its organizational powers and have been duly authorized by all necessary organizational action and, if required, shareholder, partner or member action, (b) this Amendment has been duly executed and delivered by such Borrower and constitutes a valid and binding obligation of such Borrower, enforceable against such Borrower in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, and (c) the execution, delivery and performance by such Borrower of this Amendment (i) does not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect, (ii) will not violate any Requirement of Law applicable to such Borrower or any of its Subsidiaries or any judgment, order or ruling of any Governmental Authority, (iii) will not violate or result in a default under any Contractual Obligation of such Borrower or any of its Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by such Borrower or any of its Subsidiaries and (iv) will not result in the creation or imposition of any Lien on any asset of such Borrower or any of its Subsidiaries, except Liens (if any) created under the Loan Documents.

7. Miscellaneous.

a. Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

b. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.

c. Governing Law. This Amendment and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of New York.

d. Effect. Upon the effectiveness of this Amendment, from and after the date hereof, each reference in the Agreement to "this Agreement," "hereunder," "hereof" or words of like import shall mean and be a reference to the Agreement as amended hereby and each reference in the other Loan Documents to the Agreement, "thereunder," "thereof," or words of like import shall mean and be a reference to the Agreement as amended hereby.

e. No Waiver or Representation as to Additional Accommodations. In

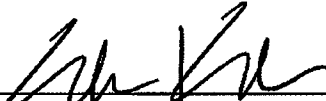
agreeing to make the amendments set forth herein, none of Administrative Agent or any other Secured Party makes any representation whatsoever that it will make any further or additional accommodations to or for the benefit of any Grantor. Except as expressly provided in Section 2 of this Amendment, the execution, delivery, and effectiveness of this Amendment shall not (i) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Administrative Agent or any other Secured Party under the Agreement or any other Loan Document, (ii) impose any obligation on Administrative Agent or any other Secured Party to defer the enforcement of its powers, rights and privileges under the Agreement or any other Loan Document, (iii) constitute a waiver of any provision in the Agreement or in any of the other Loan Documents, or (iv) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

f. Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Agreement, the terms and provisions of this Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

KEW MEDIA GROUP INC.,
as a Borrower

By: 
Name: Erick Kwak
Title: EVP

KEW MEDIA INTERNATIONAL LIMITED,
as a Borrower

By: 
Name: Erick Kwak
Title: EVP

SUNTRUST BANK, as Administrative Agent, as
Issuing Bank and as a Lender

By: _____
Name: _____
Title: _____

BANK OF MONTREAL, as a Lender

By: _____
Name: _____
Title: _____

THE TORONTO-DOMINION BANK, as a Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.


KEW MEDIA GROUP INC.,
as a Borrower

By: _____
Name: _____
Title: _____

KEW MEDIA INTERNATIONAL LIMITED,
as a Borrower

By: _____
Name: _____
Title: _____

SUNTRUST BANK, as Administrative Agent, as
Issuing Bank and as a Lender

By:  _____
Name: J. Matthew Rowand
Title: Director

BANK OF MONTREAL, as a Lender

By: _____
Name: _____
Title: _____

THE TORONTO-DOMINION BANK, as a Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

KEW MEDIA GROUP INC.,
as a Borrower

By: _____
Name: _____
Title: _____

KEW MEDIA INTERNATIONAL LIMITED,
as a Borrower

By: _____
Name: _____
Title: _____

SUNTRUST BANK, as Administrative Agent, as
Issuing Bank and as a Lender

By: _____
Name: _____
Title: _____

BANK OF MONTREAL, as a Lender

By:  _____
Name: **Paul Lebrun**
Senior Director
Title: **Media Finance**

THE TORONTO-DOMINION BANK, as a Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

KEW MEDIA GROUP INC.,
as a Borrower

By: _____
Name: _____
Title: _____

KEW MEDIA INTERNATIONAL LIMITED,
as a Borrower

By: _____
Name: _____
Title: _____



SUNTRUST BANK, as Administrative Agent, as
Issuing Bank and as a Lender

By: _____
Name: _____
Title: _____

BANK OF MONTREAL, as a Lender

By: _____
Name: _____
Title: _____

THE TORONTO-DOMINION BANK, as a Lender

By:  
Name: David Manii SUNDEEP BHARGAVA
Title: Director DIRECTOR

Appendix A
to
Second Amendment to Amended and Restated Revolving Credit and Term Loan Agreement

Schedule I

SCHEDULE I

Applicable Margin and Applicable Percentage

Pricing Level	Adjusted Borrowing Base Coverage Ratio	Applicable Margin for Eurocurrency Loans	Applicable Margin for Base Rate Loans
I	Greater than 1.00:1.00	<p>3.75% <i>per annum</i> during the period from the Second Amendment Effective Date through December 31, 2019</p> <p>3.50% <i>per annum</i> during the period from January 1, 2020, through June 30, 2020</p> <p>3.25% <i>per annum</i> from and after July 1, 2020</p>	<p>2.75% <i>per annum</i> during the period from the Second Amendment Effective Date through December 31, 2019</p> <p>2.50% <i>per annum</i> during the period from January 1, 2020, through June 30, 2020</p> <p>2.25% <i>per annum</i> from and after July 1, 2020</p>
II	Less than or equal to 1:00:1.00	<p>4.00% <i>per annum</i> during the period from the Second Amendment Effective Date through December 31, 2019</p> <p>3.75% <i>per annum</i> during the period from January 1, 2020, through June 30, 2020</p> <p>3.50% <i>per annum</i> from and after July 1, 2020</p>	<p>3.00% <i>per annum</i> during the period from the Second Amendment Effective Date through December 31, 2019</p> <p>2.75% <i>per annum</i> during the period from January 1, 2020, through June 30, 2020</p> <p>2.50% <i>per annum</i> from and after July 1, 2020</p>

Pricing Level	Revolving Credit Exposure	Applicable Percentage for Commitment Fee
I	Less than 50.00% of the total Revolving Commitment	0.75% <i>per annum</i>
II	Equal to or greater than 50.00% of the total Revolving Commitment	0.50% <i>per annum</i>

Appendix B
to
Second Amendment to Amended and Restated Revolving Credit and Term Loan Agreement

Schedule II

SCHEDULE II

Commitment Amounts

Lender	Revolving Commitment Amount	Term Loan Commitment Amount	Jurisdiction(s) of Tax Residence	HMRC DT Treaty Passport Scheme Reference
SunTrust Bank	\$27,000,000	\$16,000,000	USA	13/S/67712/DTTP
Bank of Montreal	\$20,250,000	\$12,000,000	Canada	3/M/270436/DTTP
The Toronto-Dominion Bank	\$20,250,000	\$12,000,000	Canada	3/T/80000/DTTP
TOTAL	\$67,500,000	\$40,000,000		

TAB E

TAB 1

This is Exhibit "E-1" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

CANADIAN SECURITY AGREEMENT

THIS AGREEMENT is made as of July 28, 2017

FROM: Kew Media Group Inc. (the “**Parent**”), each other Loan Party listed on the signature pages of this Agreement, and each other Loan Party or Person that may become a party to this Agreement from time to time by executing a Canadian Security Joinder (as defined below) and delivering such Canadian Security Joinder to the Administrative Agent (as defined below) (the **Parent**, such **Loan Parties** and such **Persons** are hereinafter called the “**Debtors**” and each is a “**Debtor**”)

IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS,

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations; and

C. It is a condition precedent to the obligations of the Lenders, the Issuing Bank and the Administrative Agent under the Loan Documents that the Debtors are required to enter into this Agreement, pursuant to which the Debtors shall grant Liens on all of their personal property to the Administrative Agent, on behalf of the Secured Parties, to secure their respective Obligations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors and the Administrative Agent agree as follows:

1. INTERPRETATION

1.1 Definitions

- 2 -

- (a) Each term defined above shall have the meaning set forth above for all purposes of this Agreement. Unless otherwise defined herein, terms or matters of construction defined or established in the Guaranty and Security Agreement shall be applied herein as defined or established in the Guaranty and Security Agreement.
- (b) The terms “Goods”, “Chattel Paper”, “Documents of Title”, “Instruments”, “Intangibles”, “Investment Property”, “proceeds”, “Inventory”, and “accession” whenever used herein shall be interpreted pursuant to their respective meanings when used in *The Personal Property Security Act* (Ontario), as amended from time to time, which Act, including amendments thereto and any Act substituted therefore and amendments thereto is herein referred to as the “PPSA”; provided always that the term “Goods” when used herein shall not include “consumer goods” as that term is defined in the PPSA, and the term “Inventory” when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Canadian Security Agreement.
- (c) Any reference herein to “Collateral” shall, unless the context otherwise requires, be deemed a reference to “Collateral or any part thereof”.
- (d) In addition, in this Agreement:

“**this Agreement**”, “**hereto**”, “**herein**”, “**hereof**”, “**hereby**”, “**hereunder**” and any similar expressions refer to this Canadian Security Agreement and the Schedules as they may be amended or supplemented from time to time, and not to any particular section or other portion thereof and, unless otherwise indicated, references to Schedules and Sections are references to schedules and sections of this Agreement;

“**Receiver**” means any of a receiver, manager, receiver-manager and receiver and manager; and

“**Security Interest**” has the meaning attributed to such term in Section 2.1.

1.2 Currency - Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.

1.3 Gender and Number - In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

2. SECURITY INTEREST

2.1 Creation of Security Interest - Subject to Sections 2.2 and 2.3, each Debtor hereby grants to the Administrative Agent, by way of security interest, mortgage, pledge, charge, assignment and hypothec, a security interest (the “**Security Interest**”) in the undertaking of such Debtor and in the

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following:

- (a) all Goods (including, without limitation, all parts, accessories, attachments, additions and Accessions thereto) whether or not such Goods are now or hereafter become fixtures, but excluding any Consumer Goods, all Chattel Paper, all Documents of Title (whether negotiable or not), all Instruments, all Intangibles, all Investment Property, and all other personal property, if any, in each case now owned or hereafter acquired by or on behalf of such Debtor or in respect of which such Debtor now or hereafter has any right, title or interest (including, without limitation, such as may be returned to or repossessed by such Debtor) and including, without limitation, all of the following:
 - (i) all inventory of whatever kind and wherever situated ("**Inventory**");
 - (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
 - (iii) all Intangibles including, without limitation, all accounts (including book accounts), book accounts and book debts and generally all debts (including book debts), dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by such Debtor ("**Debts**");
 - (iv) all copyrights, patents, trademarks and other industrial and intellectual property, including, without limitation:
 - (A) all rights under copyright in any Item of Product registered with CIPO in the name of such Debtor and rights under copyright in any Item of Product for which such Debtor has filed an application for registration with CIPO, including, without limitation, those rights under copyright in Items of Product listed on Schedule "A" hereto and on Schedule 1 to any Canadian Security Supplement (as defined below) delivered from time to time, as such Schedule may be amended from time to time by the addition of Items of Product subsequently arising or acquired; and
 - (B) all trademarks registered with CIPO in the name of such Debtor and trademarks for which such Debtor has filed an application for registration with CIPO, including, without limitation, those trademarks listed on Schedule "B" hereto and on Schedule 2 to any Canadian Security Supplement (as defined below) delivered from time to time, as such Schedule may be amended from time to time by the addition of Items of Product subsequently arising or acquired;

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- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - (vi) all contractual rights and insurance claims and all goodwill;
 - (vii) all monies other than trust monies lawfully belonging to others;
- (b) all renewals of, accretions to and substitutions for any of the property described in Section 2.1(a); and
 - (c) all Proceeds (including, without limitation, Proceeds of Proceeds) of any of the property described in Sections 2.1(a) and 2.1(b).

2.2 Exception for Last Day of Leases - The Security Interest granted hereby does not and shall not extend to, and the Collateral shall not include, the last day of the term of any lease or sub-lease, oral or written, or any agreement therefor, now held or hereafter acquired by any Debtor, but upon the sale of the leasehold interest or any part thereof such Debtor shall stand possessed of such last day in trust to assign the same as the Administrative Agent shall direct.

2.3 Exception for Contractual Rights - The Security Interest granted hereby does not and shall not extend to, and the Collateral shall not include, any agreement, right, franchise, licence or permit (the “**contractual rights**”) to which any Debtor is a party or of which any Debtor has the benefit, to the extent that the creation of the Security Interest therein would constitute a breach of the terms of or permit any Person to terminate the contractual rights, but each such Debtor shall hold its interest therein in trust for the Administrative Agent and shall assign such contractual rights to the Administrative Agent forthwith upon obtaining the consent of the other party thereto. Each Debtor agrees that it shall, upon the request of the Administrative Agent, use all commercially reasonable efforts to obtain any consent required to permit any contractual rights to be subjected to the Security Interest.

2.4 Attachment - The attachment of the Security Interest has not been postponed and the Security Interest shall attach to any particular Collateral as soon as any Debtor has rights in such Collateral.

3. OBLIGATIONS SECURED

3.1 Obligations Secured - The Security Interest granted hereby secures payment and satisfaction of any and all Guaranteed Obligations (including interest thereon), whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether any

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Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the “**Indebtedness**”).

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties – In addition to the representations and warranties of the Debtors contained in the Guaranty and Security Agreement, each Debtor represents and warrants, and so long as this Agreement remains in effect shall be deemed continuously to represent and warrant, that:

- (a) it has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement;
- (b) the entering into of this Agreement and the performance by it of its obligations hereunder does not and will not contravene, breach or result in any default under its articles, by-laws, constating documents or other organizational documents, or under any mortgage, lease, agreement or other legally binding instrument, licence, permit or law to which it is a party or by which it or any of its properties or assets may be bound and will not result in or permit the acceleration of the maturity of any of its indebtedness, liabilities or obligations under any mortgage, lease, agreement or other legally binding instrument of or affecting it;
- (c) no authorization, consent or approval of, or filing with or notice to, any Person is required in connection with the execution, delivery or performance of this Agreement by it;
- (d) except as disclosed in writing to the Administrative Agent, there is no court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal, or criminal); arbitration or other dispute settlement procedure; investigation or enquiry by any government body; or any similar matter or proceeding (collectively “**proceedings**”) against or involving it (whether in progress or threatened) which, if determined adversely to it, would adversely affect its business, property, financial condition or prospects or its ability to perform any of the provisions of this Agreement; no event has occurred which might give rise to any proceedings and there is no judgment, decree, injunction, rule, award or order of any governmental body outstanding against it which has or may have an adverse effect on its business, property, financial condition or prospects;
- (e) it does not have or use a French form of name or a combined English and French form of name;
- (f) the Collateral is genuine and owned by it free of all Liens, save for the Permitted Encumbrances and those encumbrances hereafter approved in writing, prior to their creation or assumption by the Agent;
- (g) each Debt, Chattel Paper and Instrument constituting the Collateral is enforceable in

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accordance with its terms against the Person obligated to pay the same (each an “**Account Debtor**”), and the amount represented by it to the Administrative Agent from time to time as owing by each such Account Debtor or by all such Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no such Account Debtor will have any defence, set-off, claim or counterclaim against it which can be asserted against the Administrative Agent, whether in any proceeding to enforce the Collateral or otherwise; and

- (h) the locations specified in Schedule “C” as to business operations and records are accurate and complete and, with respect to Goods (including, without limitation, Inventory) constituting the Collateral, the locations specified in Schedule “C” are accurate and complete except for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures which forms part of the Collateral will be situate at one of such locations.

5. AGREEMENTS OF THE DEBTORS

5.1 General Agreements – In addition the agreements and covenants of the Debtors contained in the Guaranty and Security Agreement, so long as this Canadian Security Agreement remains in effect, each Debtor agrees that:

- (a) it shall pay or satisfy all Obligations upon demand and when due, as applicable;
- (b) it shall carry on and conduct its business in a proper and efficient manner and so as to protect and preserve the Collateral and shall keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for its business and accurate and complete records concerning the Collateral, and shall mark any and all such records and the Collateral at the Administrative Agent's request so as to indicate the existence of the Security Interest;
- (c) it shall keep the Collateral in good order and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement between it and the Administrative Agent relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- (d) it shall not locate any of the Collateral at any location not set out in Schedule “C” without the Administrative Agent's prior written consent;
- (e) it shall prevent any of the Collateral, except Inventory sold or leased as permitted hereby, from being or becoming an Accession to property not covered by this Agreement;
- (f) it shall pay all taxes, rates, levies, assessments and other charges of every kind which may be lawfully levied, assessed or imposed against or in respect of it or the Collateral as and when

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- the same become due and payable;
- (g) it shall insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Administrative Agent shall reasonably direct, with loss payable to the Administrative Agent, and shall pay all premiums therefor;
 - (h) it shall notify the Administrative Agent promptly of:
 - (i) any change in the information contained in this Agreement or in any schedules hereto relating to it, its business or its Collateral;
 - (ii) the details of any significant acquisition of its Collateral;
 - (iii) the details of any material claims or litigation affecting it or its Collateral;
 - (iv) any material loss of or damage to its Collateral;
 - (v) any default by any Account Debtor in payment or other performance of its obligations with respect to its Collateral; and
 - (vi) the return to or repossession by it of its Collateral;
 - (i) it shall deliver to the Administrative Agent from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Investment Property and Chattel Paper constituting, representing or relating to the Collateral;
 - (ii) all statements of accounts, bills, invoices and books of account relating to Accounts and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for it regarding its business;
 - (iv) all policies and certificates of insurance relating to the Collateral; and
 - (v) such information concerning the Collateral, such Debtor and its business and affairs as the Administrative Agent may reasonably request;
 - (j) it shall not change its name without giving prior written notice to the Administrative Agent of the new name and the date upon which such change of name is to take effect;
 - (k) it shall, at its own expense, do, execute, acknowledge and deliver such financing statements

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and further assignments, transfers, documents, acts, matters and things (including, without limitation, further schedules to this Agreement) as may be reasonably requested by the Administrative Agent or with respect to the Collateral in order to give effect to this Agreement; and

- (l) it shall deliver to the Administrative Agent from time to time, simultaneously with the delivery to the Administrative Agent of any Supplement to the Copyright Security Agreement or any Supplement to the Trademark Security Agreement, a Supplement to this Agreement in the form annexed hereto as Schedule "D" (each a "**Canadian Security Supplement**").

5.2 Restrictions on Dealings with the Collateral - Except as provided in Section 5.3, each Debtor agrees that it shall not, without the prior consent in writing of the Administrative Agent:

- (a) sell, assign, transfer, exchange, lease, consign or otherwise dispose of any of the Collateral;
- (b) move or transfer the Collateral from its present location; or
- (c) create, assume or suffer to exist any Lien upon the Collateral ranking or purporting to rank in priority to or *pari passu* with the Security Interest, other than Permitted Encumbrances.

5.3 Permitted Dealings with the Collateral – Each Debtor may at any time, without the consent of the Administrative Agent:

- (a) sell, assign, transfer, exchange, lease, consign or otherwise dispose of Inventory in the ordinary course of its business; and
- (b) sell or otherwise dispose of such part of its Equipment which is no longer necessary or useful in connection with its business or which has become worn out or obsolete or unsuitable for the purpose for which it was intended.

6. INVESTMENT PROPERTY

6.1 Investment Property

- (a) If the Collateral at any time includes Investment Property, each Debtor authorizes the Administrative Agent to transfer the same or any part thereof into its own name or that of its nominee so that the Administrative Agent or its nominee may appear as the sole owner of record thereof; provided that, until the occurrence of an Event of Default, the Administrative Agent shall deliver promptly to such Debtor all notices or other communications received by the Administrative Agent or its nominee as such registered owner.
- (b) The Administrative Agent may, but shall not be obligated to, vote and exercise all rights of

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conversion or retraction or other similar rights with respect to any Investment Property constituting the Collateral and the Administrative Agent shall be entitled to receive all dividends (whether paid or distributed in cash, securities or other property) and interest declared and paid or distributed in respect of Securities constituting the Collateral.

- (c) Each Debtor recognizes that the Administrative Agent may be unable to effect a public sale of any or all of the Investment Property constituting the Collateral by reason of certain prohibitions contained in applicable securities laws or otherwise, and accordingly, may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property for their own account for investment and not with a view to the distribution or resale thereof. Each Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favourable than if such sale were a public sale, and notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Administrative Agent shall be under no obligation to delay a sale of any Investment Property constituting the Collateral for the period of time necessary to permit the issuer of such Investment Property to register such Investment Property for public sale under applicable securities laws, or otherwise, even if the issuer would agree to do so.

7. COLLECTION OF DEBTS

7.1 Collection of Debts - Before or after the occurrence of an Event of Default, the Administrative Agent may give notice of the Security Interest to any Account Debtor obligated to pay any debt or liability constituting the Collateral and may also direct such Account Debtor to make all payments on account of any such debt or liability to the Administrative Agent. Each Debtor acknowledges that any payments received by such Debtor from any Account Debtor, whether before or after the occurrence of an Event of Default, shall be received and held by such Debtor in trust for the Administrative Agent and shall be turned over to the Administrative Agent upon request.

8. EVENTS OF DEFAULT

8.1 Events of Default – The occurrence of any Event of Default described in the Credit Agreement shall constitute an Event of Default under this Agreement.

9. REMEDIES

9.1 Appointment of Receiver

- (a) Upon the occurrence of an Event of Default, the Administrative Agent may appoint by instrument any Person, whether an officer or an employee of the Administrative Agent or not, to be a Receiver of the Collateral and may remove any Receiver so appointed and appoint another in place of such Receiver in the same manner. Any such Receiver shall be

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deemed the agent of each applicable Debtor and not of the Administrative Agent for the purpose of (i) carrying on and managing the business and affairs of each such Debtor, and (ii) establishing liability for all acts or omissions of the Receiver while acting as such, and the Administrative Agent shall not be in any way responsible for any acts or omissions on the part of any such Receiver, its officers, employees and agents. Each Debtor hereby irrevocably authorizes the Administrative Agent to give instructions to the Receiver relating to the performance of its duties. Each Debtor hereby irrevocably waives any right it may have now or in the future under any applicable law, including, without limitation, the PPSA, to make application to a court for the removal, replacement or discharge of the Receiver or for directions on any matter relating to the duties of the Receiver (unless such duties are not being performed in a commercially reasonable manner) or in respect of the Receiver's accounts or remuneration or in respect of any other matter.

- (b) Subject to the provisions of the instrument appointing it, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value in such manner as it considers appropriate, to carry on or concur in carrying on all or any part of the business of each Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral in such manner and on such terms as it considers to be commercially reasonable. To facilitate the foregoing powers, any such Receiver may enter upon, use and occupy all premises owned or occupied by each Debtor wherein the Collateral may be situate to the exclusion of all others to the extent permitted by law, including, without limitation, such Debtor, maintain the Collateral upon such premises, borrow money on a secured or unsecured basis, incur reasonable expenses in exercise of the rights, powers and remedies set out in this Agreement and use the Collateral directly in carrying on such Debtor's business or as security for loans or advances to enable it to carry on the Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. In addition, the Receiver shall have the following rights, powers and remedies:
- (i) to make payments to Persons having prior rights or Liens on properties on which such Debtor may hold a Lien and to Persons having prior rights or Liens on the Collateral; and
 - (ii) to demand, commence, continue or defend proceedings in the name of the Administrative Agent or of the Receiver or in the name of such Debtor for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral and to give effectual receipts and discharges therefor.
- (c) Except as may be otherwise directed by the Administrative Agent, all Proceeds received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to the Administrative Agent. Every such receiver may, in the discretion of the Administrative Agent, be vested with all or any of the rights and powers of the Administrative Agent.

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9.2 Exercise of Remedies by the Administrative Agent - Upon the occurrence of an Event of Default, the Administrative Agent may, either directly or through its agents or nominees, exercise all the powers and rights available to a Receiver by virtue of Section 9.1. In addition to the rights granted in this Agreement and in any other agreement now or hereafter in effect between any Debtor and the Administrative Agent and in addition to any other rights the Administrative Agent may have at law or in equity or otherwise, the Administrative Agent shall have, both before and after the occurrence of an Event of Default, all rights and remedies of a secured party under the PPSA.

9.3 Possession of the Collateral – Each Debtor acknowledges that the Administrative Agent or any Receiver appointed by it may take possession of the Collateral wherever it may be located and by any method permitted by law and each Debtor agrees upon request from the Administrative Agent or any such Receiver to assemble and deliver possession of the Collateral at such place or places as directed.

9.4 Remedies Not Exclusive - All rights, powers and remedies of the Administrative Agent under this Agreement may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Administrative Agent and any other rights, powers and remedies of the Administrative Agent however created or arising. No single or partial exercise by the Administrative Agent or any of the rights, powers and remedies under this Agreement or under any other security now or hereafter held by the Administrative Agent shall preclude any other and further exercise of any other right, power or remedy pursuant to this Agreement or any other security or at law, in equity or otherwise. The Administrative Agent shall at all times have the right to proceed against the Collateral or any other security in such order and in such manner as it shall determine without waiving any rights, powers or remedies which the Administrative Agent may have with respect to this Agreement or any other security or at law, in equity or otherwise. No delay or omission by the Administrative Agent in exercising any right, power or remedy hereunder or otherwise shall operate as a waiver thereof or of any other right, power or remedy.

9.5 Debtors Liable for Deficiency – Each Debtor shall remain liable to the Administrative Agent for any deficiency after the Proceeds of any sale, lease or disposition of the Collateral are received by the Administrative Agent.

9.6 Exclusion of Liability of Administrative Agent and Receiver - The Administrative Agent shall not, nor shall any Receiver appointed by it, be liable for any failure to exercise its rights, powers or remedies arising hereunder or otherwise, including without limitation any failure to take possession of, collect, enforce, realize, sell, lease or otherwise dispose of, preserve or protect the Collateral, to carry on all or any part of the business of each Debtor relating to the Collateral or to take any steps or proceedings for any such purposes. Neither the Administrative Agent nor any Receiver appointed by it shall have any obligation to take any steps or proceedings to preserve rights against prior parties to or in respect of the Collateral including without limitation any Instrument, Chattel Paper or Securities, whether or not in the Administrative Agent's or the Receiver's possession, and neither the Administrative Agent nor any Receiver appointed by it shall be liable for

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failure to do so. Subject to the foregoing, the Administrative Agent shall use reasonable care in the custody and preservation of the Collateral in its possession.

9.7 Notice of Sale - Unless required by law, neither the Administrative Agent nor any Receiver appointed by it shall be required to give any Debtor any notice of any sale, lease or other disposition of such Debtor's Collateral or any other Collateral, the date, time and place of any public sale of any Collateral or the date after which any private disposition of any Collateral is to be made.

10. APPLICATION OF PROCEEDS

10.1 Application of Proceeds - The Proceeds arising from the enforcement of the Security Interest as a result of the possession by the Administrative Agent or the Receiver of the Collateral or from any sale, lease or other disposition of, or realization of security on, the Collateral (except following acceptance of the Collateral in satisfaction of the Obligations) shall be applied by the Administrative Agent or the Receiver in the following order, except to the extent otherwise required by law:

- (a) first, in payment of the Administrative Agent's reasonable costs, charges and expenses (including, without limitation, legal fees on a solicitor and his own client basis) incurred in the exercise of all or any of the rights, powers or remedies granted to it under this Agreement, and in payment of the reasonable remuneration of the Receiver, if any, and the reasonable costs, charges and expenses incurred by the Receiver, if any, in the exercise of all or any of the rights, powers or remedies granted under this Agreement;
- (b) second, in payment of amounts paid by the Administrative Agent or the Receiver pursuant to Section 9.1(a);
- (c) third, in payment of all money borrowed or advanced by the Administrative Agent or the Receiver, if any, pursuant to the exercise of the rights, powers or remedies set out in this Agreement and any interest thereon;
- (d) fourth, in payment of the remainder of the Obligations in such order of application as the Administrative Agent may determine;
- (e) fifth, subject to Sections 10.2 and 10.3, to any Person who has a security interest in the Collateral that is subordinate to that of the Administrative Agent and whose interest,
 - (i) was perfected by possession, the continuance of which was prevented by the Administrative Agent or the Receiver taking possession of the Collateral, or
 - (ii) was, immediately before the sale, lease or other disposition by the Administrative Agent or the Receiver, perfected by registration;

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- (f) sixth, subject to Sections 10.2 and 10.3, to any other Person with an interest in such Proceeds who has delivered a written notice to the Administrative Agent or the Receiver of the interest before the distribution of such Proceeds; and
- (g) last, subject to Sections 10.2 and 10.3, to the Borrower, on behalf of the Debtors, or any other Person who is known by the Administrative Agent or the Receiver to be an owner of the Collateral.

10.2 Proof of Interest - Subject to applicable laws, the Administrative Agent or the Receiver may require any Person mentioned in Sections 10.1(e), 10.1(f) or 10.1(g) to furnish proof of that Person's interest, and unless the proof is furnished within ten (10) days after demand by the Administrative Agent or the Receiver, the Administrative Agent or the Receiver need not pay over any portion of the Proceeds referred to therein to such Person.

10.3 Payment Into Court - Where there is a question as to who is entitled to receive payment under Sections 10.1(e), 10.1(f), or 10.1(g), the Administrative Agent or the Receiver may pay the Proceeds referred to therein into court.

10.4 Monies Actually Received – Each Debtor shall be entitled to be credited only with the actual Proceeds arising from the possession, sale, lease or other disposition of, or realization of security on, the Collateral when received by the Administrative Agent or the Receiver and such actual Proceeds shall mean all amounts received in cash by the Administrative Agent or the Receiver upon such possession, sale, lease or other disposition of, or realization of security on, the Collateral.

11. GENERAL

11.1 Power of Attorney – Each Debtor hereby appoints the Administrative Agent as such Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as such Debtor has herein agreed to execute, deliver or do or as may be required by the Administrative Agent or any Receiver to give effect to this Agreement or in the exercise of any rights, powers or remedies hereby conferred on the Administrative Agent, and generally to use the name of such Debtor in the exercise of all or any of the rights, powers or remedies hereby conferred on the Administrative Agent. This appointment, coupled with an interest, shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of such Debtor or for any other reason.

11.2 Additional Debtors - Each Person that is required to become a party to this Agreement pursuant to the terms of the Credit Agreement and is not a signatory hereto shall become a Debtor for all purposes of this Agreement upon execution and delivery by such Person of a Canadian Assumption and Joinder Agreement in the form attached hereto as Schedule "E" (each a "**Canadian Security Joinder**").

11.3 Payment of Expenses, Indemnities

- (a) Each Debtor agrees to pay or promptly reimburse the Administrative Agent and each other Secured Party for all advances, charges, costs and expenses (including all costs and expenses of holding, preparing for sale and selling, collecting or otherwise realizing upon the Collateral and all attorneys' fees, legal expenses and court costs) incurred by any Secured Party in connection with the exercise of its respective rights and remedies hereunder, including any advances, charges, costs and expenses that may be incurred in any effort to enforce any of the provisions of this Agreement or any obligation of any Debtor in respect of the Collateral or in connection with (i) the preservation of the Lien of, or the rights of the Administrative Agent or any other Secured Party under, this Agreement, (ii) any actual or attempted sale, lease, disposition, exchange, collection, compromise, settlement or other realization in respect of, or care of, the Collateral, including all such costs and expenses incurred in any bankruptcy, reorganization, workout or other similar proceeding, or (iii) otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Debtor is a party
- (b) Each Debtor agrees to pay, and to save the Administrative Agent and the other Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including court costs and attorneys' fees and any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement) incurred because of, incident to, or with respect to the Collateral (including any exercise of rights or remedies in connection therewith) or the execution, delivery, enforcement, performance or administration of this Agreement, to the extent the Borrower would be required to do so pursuant to the Credit Agreement.
- (c) All amounts for which any Debtor is liable pursuant to this Section shall be due and payable by such Debtor to the Administrative Agent or any Secured Party upon demand.

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

11.5 Survival - The obligations of the parties under Section 11.3 shall survive payment in full of the Obligations. To the extent that any payments on the Obligations or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then, to such extent, the Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the other

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Secured Parties' Liens, security interests, rights, powers and remedies under this Agreement and each other applicable Loan Document shall continue in full force and effect. In such event, each applicable Loan Document shall be automatically reinstated and each Debtor shall take such action as may be reasonably requested by the Administrative Agent and the other Secured Parties to effect such reinstatement.

11.6 Governing Law - This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.

11.7 Submission to Jurisdiction - Each Debtor irrevocably attorns and submits to the exclusive jurisdiction of any court of competent jurisdiction of the Province of Ontario sitting in Toronto, Ontario in any action or proceeding arising out of or relating to this Agreement. Each Debtor irrevocably waives objection to the venue of any action or proceeding in such court or that such court provides an inconvenient forum. Nothing in this Section 11.7 limits the right of the Administrative Agent to bring proceedings against any Debtor in the courts of any other jurisdiction.

11.8 Amendments; Waivers; Cumulative Remedies

- (a) No amendment of any provision of this Agreement, or any consent to any departure by any Debtor from such provision, is effective unless in writing and approved by the Administrative Agent. Any amendment or consent is effective only in the specific instance and for the specific purpose for which it was given.
- (b) No delay or omission by the Administrative Agent, at any time or times, to require strict performance by any Debtor of any provision of this Agreement shall waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith. Any suspension or waiver of an Event of Default shall not suspend, waive or affect any other Event of Default, whether the same is prior or subsequent thereto and whether the same or of a different type.
- (c) A waiver by the Administrative Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent would otherwise have on any other or future occasion.
- (d) The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

11.9 Acknowledgements

- (a) Each Debtor hereby acknowledges that:

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- (i) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;
 - (ii) neither the Administrative Agent nor any other Secured Party has any fiduciary relationship with or duty to any Debtor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Debtors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and
 - (iii) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Debtors and the Secured Parties.
- (b) Each Debtor specifically agrees that it has a duty to read this Agreement and the other Loan Documents to which it is a party and agrees that it is charged with notice and knowledge of the terms of this Agreement and the other Loan Documents to which it is a party; that it has in fact read this Agreement and the other Loan Documents to which it is a party and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement and the other Loan Documents to which it is a party; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Agreement and the other Loan Documents to which it is a party; and has received the advice of its attorney in entering into this Agreement and the other Loan Documents to which it is a party; and that it recognizes that certain of the terms of this Agreement and other Loan Documents to which it is a party result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each Debtor agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Agreement or the other Loan Documents to which it is a party on the basis that such Debtor had no notice or knowledge of such provision or that the provision is not "conspicuous".
- (c) Each Debtor warrants and agrees that each of the waivers and consents set forth in this Agreement are made voluntarily and unconditionally after consultation with outside legal counsel and with full knowledge of their significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which such Debtor otherwise may have against any other Debtor, the Administrative Agent, the other Secured Parties or any other Person or against any Collateral. If, notwithstanding the intent of the parties that the terms of this Agreement shall control in any and all circumstances, any such waivers or consents are determined to be unenforceable under applicable law, such waivers and consents shall be effective to the maximum extent permitted by law.

11.10 Set-Off - The Administrative Agent may at any time and from time to time, without notice to the Debtors or to any other Person, set-off, appropriate and apply any and all deposits, general or

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special, matured or unmatured, held by or for the benefit of the Debtors with the Administrative Agent, and any other indebtedness and liability of the Administrative Agent to the Debtors, matured or unmatured, against and on account of the Obligations when due, in such order of application as the Administrative Agent may from time to time determine.

11.11 Dealings with Others - The Administrative Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, make settlements, grant releases and discharges and otherwise deal with each Debtor, any debtor of such Debtors, sureties and other Persons and with the Collateral and other security as the Administrative Agent sees fit, without prejudice to the liability of any Debtor to the Administrative Agent or the rights, powers and remedies of the Administrative Agent under this Agreement.

11.12 No Obligation to Advance - Nothing herein contained shall in any way obligate the Administrative Agent to advance any funds, or otherwise make or continue to make any credit available, to any Debtor.

11.13 Perfection of Security - Each Debtor authorizes the Administrative Agent to file such financing statements and other documents and do such acts, matters and things as the Administrative Agent may consider appropriate to perfect and continue the Security Interest, to protect and preserve the interest of the Administrative Agent in the Collateral and to realize upon the Security Interest.

11.14 Communication - Any notice required by law or this Agreement to be served upon either of the parties to this Agreement shall be given in accordance with the provisions of the Guaranty and Security Agreement.

11.15 Entire Agreement - This Agreement and the agreements referred to herein constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and undertakings, both written and oral, in respect of the subject matter hereof.

11.16 Successors and Assigns - This Agreement shall be binding on each Debtor and its successors and shall enure to the benefit of the Administrative Agent and its successors and assigns. This Agreement shall be assignable by the Administrative Agent free of any set-off, counterclaim or equities between any Debtor and the Administrative Agent, and no Debtor shall assert against any assignee of the Administrative Agent any claim or defense that the Debtor has against the Administrative Agent.

11.17 Copy Received - Each Debtor hereby acknowledges receipt of a copy of this Agreement and a copy of the financing statement/verification statement registered under the PPSA in respect of the Security Interest.

11.18 Paramountcy - In the event of any conflict or inconsistency between the provisions of this

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Agreement and the provisions of the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall prevail and be paramount.

11.19 Representations, Warranties and Covenants in the Guaranty and Security Agreement - Each of the parties hereto hereby agrees that to the extent the subject matter of any representation and warranty and/or covenant contained herein is also addressed in the Guaranty and Security Agreement, the more specific and/or restrictive representation and warranty and/or covenant contained herein shall not be deemed to be in conflict with the less specific and/or restrictive representation and warranty and/or covenant contained in the Guaranty and Security Agreement.

11.20 No Merger - This Agreement does not operate by way of merger of any of the Obligations and no judgment recovered by the Administrative Agent or any of the Secured Parties will operate by way of merger of, or in any way affect, the Security Interest, which is in addition to, and not in substitution for, any other security now or hereafter held by the Administrative Agent and/or the Secured Parties in respect of any of the Obligations.


11.21 Time of the Essence - Time shall in all respects be of the essence of this Agreement.

11.22 Counterparts - This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.


[Signature page follows]

IN WITNESS WHEREOF the Debtors have executed this Agreement on the date first above written.

KEW MEDIA GROUP INC.

By: 
Name: Geoffrey Webb
Title: Chief Financial Officer

2161244 ONTARIO LTD.

By: 
Name: Geoffrey Webb
Title: Chief Financial Officer

SCHEDULE "A"

Items of Product and Copyright Information

Nil.

SCHEDULE "B"

Trademark Registrations and Applications for Registration

Trademark	Registrant	Jurisdiction	Registration or Application Number	Date of Registration or Application	Licenses and Other Authorized Uses
Kew Media Group	Kew Media Group Inc.	Canada	1 756 988	Dec. 2, 2015	None

SCHEDULE "C"

Location of Business Operations and Records

Legal Name	Jurisdiction of Incorporation	Locations	Canada Revenue Agency Business Number	Corporation Number
Kew Media Group Inc.	Ontario	672 Dupont Street, Suite 400, Toronto, ON M6G 1Z6 80 Richmond Street, Toronto, M5H 2A4 19 Heddon Street, London W1B 4BG	79851 2521 RC0001	002489779
2161244 Ontario Ltd	Ontario	80 Richmond Street, Toronto, M5H 2A4 19 Heddon Street, London W1B 4BG	82313 1750 RC0001	002161244

SCHEDULE "D"

Form of Canadian Security SupplementSUPPLEMENT NO. ● TO THE
CANADIAN SECURITY AGREEMENT DATED AS OF ●, 2017

FROM: Kew Media Group Inc. (the "**Parent**") and each other Loan Party listed on the signature pages of this Canadian Security Supplement (the Parent and such Loan Parties are hereinafter called the "**Debtors**" and each is a "**Debtor**")

IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the "**Administrative Agent**") for the Secured Parties

DATED: as of ●, 20●

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of ●, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "**Credit Agreement**") among Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the "**Borrower**"), the lenders referred to therein (the "**Lenders**") and SunTrust Bank, as administrative agent (in such capacity, the "**Administrative Agent**") and as issuing bank (in such capacity, the "**Issuing Bank**"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of ●, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "**Guaranty and Security Agreement**") among the Administrative Agent, the Borrower, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations;

C. Each of the Debtors is a party to a Canadian Security Agreement, dated as of ●, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Canadian Security Agreement**"), pursuant to which each of the Debtors has granted to the Administrative Agent, as security for the Obligations, a continuing security interest in all of such Debtor's right, title and interest in and to all copyrights, patents, trademarks and industrial and intellectual property, including, without limitation, all rights under copyright with respect to certain Items of Product and all registered trademarks and trademarks for which applications for registration have been filed, all as more fully set forth in the Canadian Security Agreement;

D. The Debtors that were originally party to the Canadian Security Agreement or any Canadian Security Supplements delivered prior to the date hereof have acquired or created additional Items of Product, trademark registrations or trademark applications for registration since the date of execution

of the Canadian Security Agreement and the most recent Canadian Security Supplement thereto;

E. The Debtors that have joined the Canadian Security Agreement subsequent to the original execution thereof, hold certain rights under copyright with respect to Items of Product, trademark registrations or trademark applications for registration which are not yet included under the purview of the Canadian Security Agreement or any Canadian Security Supplements delivered prior to the date hereof;

F. Schedule "A" to the Canadian Security Agreement, as amended by any Canadian Security Supplements delivered prior to the date hereof, does not reflect (i) all Items of Product acquired or created by the Debtors since the date of execution of the Canadian Security Agreement and the most recent Canadian Security Supplement thereto or (ii) all the copyrights and rights under copyright held by the Debtors; and

G. Schedule "B" to the Canadian Security Agreement, as amended by any Canadian Security Supplements delivered prior to the date hereof, does not reflect all registered trademarks owned or acquired by the Debtors, and trademarks for which applications for registration have been filed, since the date of execution of the Canadian Security Agreement and the most recent Canadian Security Supplement thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors and the Administrative Agent agree as follows:

1. The Items of Product and copyright information set forth on Schedule 1 hereto are hereby added to Schedule "A" of the Canadian Security Agreement, as amended by any Canadian Security Supplements delivered prior to the date hereof.
2. The registered trademarks and trademark application information set forth in Schedule 2 hereto are hereby added to Schedule "B" of the Canadian Security Agreement, as amended by any Canadian Security Supplements delivered prior to the date hereof.
3. The Canadian Security Agreement is hereby supplemented, effective as of the date hereof:
 - (a) by amending Schedule "A" thereof so as to reflect the addition of all of the copyrights and rights under copyright with respect to each Item of Product set forth on Schedule 1 hereto; and
 - (b) by amending Schedule "B" thereof so as to reflect all of the registered trademarks owned or acquired by the Debtors, and trademarks for which applications for registration have been filed set forth on Schedule 2 hereto.
4. Except as expressly supplemented hereby, the Canadian Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof.
5. As used in the Canadian Security Agreement, the terms "Agreement", "this Agreement",

“this Canadian Security Agreement”, “herein”, “hereafter”, “hereto”, “hereof” and words of similar import, shall, unless the context otherwise requires, mean the Canadian Security Agreement as supplemented by this Supplement.

6. Except as expressly supplemented hereby, the Canadian Security Agreement and any previously executed Canadian Security Supplements thereto, are each hereby confirmed and ratified by each of the Debtors.

7. The execution and filing of this Supplement, the addition of the Items of Product set forth herein and the addition of the registered trademarks and trademark applications set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent’s rights or remedies under (i) the Canadian Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by any Debtor and heretofore registered or submitted for registration in the Canadian Intellectual Property Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any Debtor and heretofore filed in any province of Canada or elsewhere.

8. Any provision of this Canadian Security Supplement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. This Canadian Security Supplement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Security Supplement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.

10. This Canadian Security Supplement may be executed by one or more of the parties to this Canadian Security Supplement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Security Supplement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, each of the Debtors has caused this Canadian Security Supplement No. ● to the Canadian Security Agreement to be duly executed as of **[insert date of execution]**.

KEW MEDIA GROUP INC.

By: _____
Name:
Title:

2161244 ONTARIO LTD.

By: _____
Name:
Title:

[note: please add any applicable additional Canadian Loan Parties]

Province of Ontario)
City of _____)

On _____ before me, _____, a notary public in and for the Province of
DATE NAME

Ontario, personally appeared _____, who proved to me on the
NAME(S) OF SIGNER(S)

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the laws of the Province of Ontario that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

SCHEDULE 1

New Items of Product and Updated Copyright Information

SCHEDULE 2

New Trademark Registrations and Applications for Registration

SCHEDULE "E"

Form of Canadian Security Joinder

CANADIAN ASSUMPTION AND JOINDER AGREEMENT DATED AS OF ●, 20●

FROM: ● (the "Additional Debtor")

IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent") for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of ●, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement") among Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the "Borrower"), the other Loan Parties referred to therein, the lenders referred to therein (the "Lenders") and SunTrust Bank, as administrative agent (in such capacity, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of ●, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Guaranty and Security Agreement") among the Administrative Agent, the Borrower, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations;

C. Each of the Debtors is a party to a Canadian Security Agreement, dated as of ●, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the "Canadian Security Agreement"), pursuant to which each of the Debtors has granted to the Administrative Agent, as security for the Obligations, a continuing security interest in all of such Debtor's right, title and interest in and to all copyrights, patents, trademarks and industrial and intellectual property, including, without limitation, all rights under copyright with respect to certain Items of Product and all registered trademarks and trademarks for which applications for registration have been filed, all as more fully set forth in the Canadian Security Agreement;

D. The Credit Agreement requires the Additional Debtor to become a party to the Canadian Security Agreement; and

E. The Additional Debtor has agreed to execute and deliver this Canadian Assumption and Joinder Agreement in order to become a party to the Canadian Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the Additional Debtor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Security Agreement shall be applied herein as defined or established in the Canadian Security Agreement.
2. By executing and delivering this Canadian Assumption and Joinder Agreement, the Additional Debtor, as provided in Section 11.2 of the Canadian Security Agreement, hereby becomes a party to the Canadian Security Agreement as a Debtor thereunder with the same force and effect as if originally named therein as a Debtor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Debtor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Debtor to secure all of such Additional Debtor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedules "A" through "C" to the Canadian Security Agreement. The Additional Debtor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Canadian Security Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Assumption and Joinder Agreement) as if made on and as of such date.
3. This Canadian Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.
4. This Canadian Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

[NAME OF ADDITIONAL DEBTOR]

By: _____
Name:
Title:

Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

SCHEDULE 1

Supplement to Schedules of Canadian Security Agreement

TAB 2

This is Exhibit "E-2" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

CANADIAN ASSUMPTION OF JOINDER AGREEMENT DATED AS OF
July 23, 2018

FROM: ARCHITECT FILMS INC. (the “Additional Debtor”)
IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “Borrower”), the other Loan Parties referred to therein, the lenders referred to therein (the “Lenders”) and SunTrust Bank, as administrative agent (in such capacity, the “Administrative Agent”) and as issuing bank (in such capacity, the “Issuing Bank”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Guaranty and Security Agreement”) among the Administrative Agent, the Borrower, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations;

C. Each of the Debtors is a party to a Canadian Security Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “Canadian Security Agreement”), pursuant to which each of the Debtors has granted to the Administrative Agent, as security for the Obligations, a continuing security interest in all of such Debtor’s right, title and interest in and to all copyrights, patents, trademarks and industrial and intellectual property, including, without limitation, all rights under copyright with respect to certain Items of Product and all registered trademarks and trademarks for which applications for registration have been filed, all as more fully set forth in the Canadian Security Agreement;

D. The Credit Agreement requires the Additional Debtor to become a party to the Canadian Security Agreement; and

E. The Additional Debtor has agreed to execute and deliver this Canadian Assumption and Joinder Agreement in order to become a party to the Canadian Security Agreement.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Debtor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Security Agreement shall be applied herein as defined or established in the Canadian Security Agreement.
2. By executing and delivering this Canadian Assumption and Joinder Agreement, the Additional Debtor, as provided in Section 11.2 of the Canadian Security Agreement, hereby becomes a party to the Canadian Security Agreement as a Debtor thereunder with the same force and effect as if originally named therein as a Debtor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Debtor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Debtor to secure all of such Additional Debtor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedules "A" through "C" to the Canadian Security Agreement. The Additional Debtor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Canadian Security Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Assumption and Joinder Agreement) as if made on and as of such date.
3. This Canadian Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.
4. This Canadian Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

ARCHITECT FILMS INC.

By: 
Name: Mike Sheerin
Title: Co-Chief Executive Officer

Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

ARCHITECT FILMS INC.

By: 

Name: Mike Sheerin

Title: Co-Chief Executive Officer

Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By: 

Name: Sutton Fannon

Title: Director

SCHEDULE 1

Supplement to Schedules of Canadian Security Agreement

SCHEDULE "A"

Items of Product and Copyright Information

Items of Product:

A. Completed Items of Product (Television)

- Custom Built (season 1 – 26 episodes x 30 minutes)
- Deck Wars f.k.a. Decked Out Challenge (season 1 – 4 episodes x 60 minutes)
- Deck Wars (season 2 – 8 episodes x 60 minutes)
- Decked Out (season 1 – 13 episodes x 30 minutes)
- Decked Out (season 2 – 13 episodes x 30 minutes)
- Decked Out (season 3 – 13 episodes x 30 minutes)
- Decked Out (season 4 – 10 episodes x 30 minutes)
- Disaster Decks (season 1 - 13 episodes x 30 minutes)
- Disaster Decks (season 2 – 10 episodes x 30 minutes)
- Disaster Decks (season 3 – 14 episodes x 30 minutes)
- Donut Showdown (season 1 – 14 episodes x 30 minutes)
- Donut Showdown (season 2 – 26 episodes x 30 minutes)
- Driving Test (non-airable pilot episode x 30 minutes)
- Extreme Collectors (season 1 – 14 episodes x 30 minutes)
- Home to Win f.k.a. The House That HGTV Built (season 1 – 10 episodes x 60 minutes)
- Home to Win (season 2 – 8 episodes x 60 minutes)
- Ice Cold Cash (season 1 – 28 episodes x 30 minutes)
- Kate's Old House
- Mortgage Free (non-airable pilot episode x 30 minutes)
- Open House (non-airable pilot episode x 30 minutes)
- Sugar Showdown (season 1 – 14 episodes x 30 minutes)
- Sugar Showdown (season 2 – 20 episodes x 30 minutes)
- Ultimate Food Showdown (airable 1 pilot episode x 30 minutes)

B. Items of Product (Television) Currently in Production:

- Best Cake Wins (season 1 – 10 episodes x 30 minutes)
- Home to Win (season 3 – 8 episodes x 60 minutes)
- Lakefront Luxury (season 1 – 10 episodes x 30 minutes)

C. Items of Product (Television) Currently in Paid-Development with a Network:

- Hot Market (season 1 – 10 episodes x 60 minutes)
- Carolina Home (non-airable pilot episode x 30 minutes)
- Fire Masters (season 1 – 20 episodes x 60 minutes)
- Room to Win (season 1 – 26 episodes x 30 minutes)

D. Items of Product (Television) Currently under Internal Development:

- World War Kitchen
- Epic Love Story
- The Devil's Map
- Uber Eats Project
- Romanow Project
- A Funny Thing Happened on the Way to Friday
- Majority Rules
- GameGame
- Ultimate Playdate
- Pet Medium
- Never Built

Copyright Information:

A. Copyright Owners of Completed Items of Product (Television):

Copyright Owner	Completed Items of Product (Television)
AFAmal Inc.	<ul style="list-style-type: none"> • Decked Out (season 2 – 13 episodes x 30 minutes) • Decker Out (season 2 – 13 episodes x 30 minutes) • Decker Out (season 3 – 13 episodes x 30 minutes) • Mortgage Free (non-airable pilot episode x 30 minutes) • Deck Wars f.k.a. Decker Out Challenge (season 1 – 4 episodes x 60 minutes) • Deck Wars (season 2 – 8 episodes x. 60 minutes) • Ice Cold Cash (season 1 – 28 episodes x 30 minutes) • Open House (non-airable pilot episode x 30 minutes) • Driving Test (non-airable pilot episode x 30 minutes) • Disaster Decks (season 1 - 13 episodes x 30 minutes) • Extreme Collectors (season 1 – 14 episodes x 30 minutes) • Donut Showdown (season 1 – 14 episodes x 30 minutes)
AFEleven Productions Inc.	<ul style="list-style-type: none"> • Ultimate Food Showdown (airable 1 pilot episode x 30 minutes)
AFFifteen Productions	<ul style="list-style-type: none"> • Home to Win f.k.a. The House That HGTV Built

Inc.	(season 1 – 10 episodes x 60 minutes)
AFFifteen-2 Productions Inc.	• Home to Win (season 2 – 8 episodes x 60 minutes)
AFFourteen Productions Inc.	• Sugar Showdown (season 1 – 14 episodes x 30 minutes)
AFFourteen-2 Productions Inc.	• Sugar Showdown (season 2 – 20 episodes x 30 minutes)
AFNine-2 Productions Inc.	• Donut Showdown (season 2 – 26 episodes x 30 minutes)
AFOne-4 Productions Inc.	• Decked Out (season 4 – 10 episodes x 30 minutes)
AFSeven-2 Productions Inc.	• Disaster Decks (season 2 – 10 episodes x 30 minutes)
AFSeven-3 Productions Inc.	• Disaster Decks (season 3 – 14 episodes x 30 minutes)
AFTen Productions Inc.	• Custom Built (season 1 – 26 episodes x 30 minutes)
AFTwelve Productions Inc.	• Kate's Old House (non-airable pilot x 30 minutes)

B. Copyright Owners of Items of Product (Television) Currently in Production:

- AFSeventeen Productions Inc. - Best Cake Wins (season 1 – 10 episodes x 30 minutes)
- AFFifteen-3 Productions Inc. - Home to Win (season 3 – 8 episodes x 60 minutes)
- AFSixteen Productions Inc. - Lakefront Luxury (season 1 – 10 episodes x 30 minutes)

C. Copyright Owners of Item of Product (Television Currently in Paid-Development with a Network:

- Architect Films Inc. - Hot Market (season 1 – 10 episodes x 60 minutes)
- Architect Films Inc. - Carolina Home (non-airable pilot episode x 30 minutes)
- Architect Films Inc. - Fire Masters (season 1 – 20 episodes x 60 minutes)
- Architect Films Inc. - Room to Win (season 1 – 26 episodes x 30 minutes)

D. Registrations of Copyright:

- Deck Wars (season 1) – Canada (registration #1095989) and US (registration #PA1-815-143, #PA1-815-146, #PA1-815-148, #PA1-815-149)
- Deck Wars (season 2) – Canada (registration #1095990) and US (registration #PA1-812-633, #PA1-812-634, #PA1-812-635, #PA1-812-631, #PA1-812-632, #PA1-812-637, #PA1-812-636, #PA1-812-639)

SCHEDULE "B"

Trademark Registrations and Applications for Registration

None.

SCHEDULE "C"

Location of Business Operations and Records

Legal Name	Jurisdiction of Incorporation	Locations	Canada Revenue Agency Business Number	Corporation Number
Architect Films Inc.	Ontario	Toronto, Ontario	871946244	1344607

TAB 3

This is Exhibit "E-3" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE A WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

CANADIAN ASSUMPTION OF JOINDER AGREEMENT DATED AS OF
July 23, 2018

FROM: Bristow Global Media Inc. (the “**Additional Debtor**”)
IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the other Loan Parties referred to therein, the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations;

C. Each of the Debtors is a party to a Canadian Security Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Security Agreement**”), pursuant to which each of the Debtors has granted to the Administrative Agent, as security for the Obligations, a continuing security interest in all of such Debtor’s right, title and interest in and to all copyrights, patents, trademarks and industrial and intellectual property, including, without limitation, all rights under copyright with respect to certain Items of Product and all registered trademarks and trademarks for which applications for registration have been filed, all as more fully set forth in the Canadian Security Agreement;

D. The Credit Agreement requires the Additional Debtor to become a party to the Canadian Security Agreement; and

E. The Additional Debtor has agreed to execute and deliver this Canadian Assumption and Joinder Agreement in order to become a party to the Canadian Security Agreement.

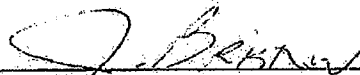
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Debtor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Security Agreement shall be applied herein as defined or established in the Canadian Security Agreement.
2. By executing and delivering this Canadian Assumption and Joinder Agreement, the Additional Debtor, as provided in Section 11.2 of the Canadian Security Agreement, hereby becomes a party to the Canadian Security Agreement as a Debtor thereunder with the same force and effect as if originally named therein as a Debtor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Debtor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Debtor to secure all of such Additional Debtor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedules "A" through "C" to the Canadian Security Agreement. The Additional Debtor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Canadian Security Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Assumption and Joinder Agreement) as if made on and as of such date.
3. This Canadian Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.
4. This Canadian Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

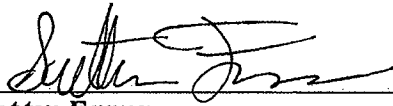
IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

BRISTOW GLOBAL MEDIA INC.

By: 
Name: Julie Bristow
Title: President

Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By: 
Name: Sutton Fannon
Title: Director

SCHEDULE 1

Supplement to Schedules of Canadian Security Agreement

SCHEDULE "A"

Items of Product and Copyright Information

<u>Program Title</u>	<u>Description of Product</u>	<u>Length in Minutes</u>	<u>Production/ Copyright Year</u>	<u>Country of Origin</u>	<u>Copyright Owner</u>	<u>Nationality</u>
"Pressure Cooker", Episodes 1-10	Television Series	10 x 60 minutes	2014	Canada	Pressure Cooker Productions 1 Inc.	Canadian
"NHL Revealed" Episodes 1-10	Television Series	7 x 60 minutes	2015	Canada	BGM Stadiums Productions Inc.	Canadian
"Hockey Wives", Episodes 1-8	Television Series	8 x 60 minutes	2015	Canada	Hockey Wives Productions 1 Inc.	Canadian
"Hockey Wives", Episodes 9-24	Television Series	16 x 60 minutes	2015	Canada	Hockey Wives Productions 2 Inc.	Canadian
"Canada: The Story of Us", Episodes 1-10	Television Series	10 x 60 minutes	2016	Canada	Story of Us Productions Inc.	Canadian
"Hockey Wives", Episodes 25-33	Television Series	9 x 60 minutes	2016	Canada	Hockey Wives Productions 3 Inc.	Canadian
"It's My Party", Episodes 1-13	Television Series	13 x 22 minutes	2017	Canada	It's My Party Productions 1 Inc.	Canadian
"100 Days to Victory"	Television Series (International Canada/Australia Co-Production)	2 x 60 minutes	2018	Canada	100 Days Productions Canada Inc. Canadian (100%) World (48.35%)	Canadian/ Australian
"Haunted Hospitals" Episodes 1-13	Television Series	13 x 60 minutes	2018	Canada	Haunted Hospitals Productions 1 Inc.	Canadian
"Cleared for Chaos"	Television Series	TBD	2018	Canada	Cleared for Chaos Productions Inc.	Canada

SCHEDULE "B"

Trademark Registrations and Applications for Registration

None.

SCHEDULE "C"

Location of Business Operations and Records

Legal Name	Jurisdiction of Incorporation	Location	Canada Revenue Agency Business Number	Corporation Number
Bristow Global Media Inc.	Province of Ontario, Canada	2 Berkeley Street, Suite 208, Toronto, Ontario	80747 5132	2379490

TAB 4

This is Exhibit "E-4" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023

Christine M White

A notary public

**CANADIAN ASSUMPTION OF JOINDER AGREEMENT
DATED AS OF July 23, 2018**

FROM: **FRANTIC FILMS CORPORATION
FRANTIC FILMS LIVE ACTION DEVELOPMENT INC.
FRANTIC FILMS LIVE ACTION PRODUCTIONS INC.
FRANTIC FILMS RELEASING INC.
FRANTIC MANITOBA PRODUCTIONS INC.
FRANTIC FILMS ONTARIO INC.
FRANTIC FILMS PRODUCTIONS LIBRARY INC.
(each, an “Additional Debtor”)**

IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the other Loan Parties referred to therein, the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations;

C. Each of the Debtors is a party to a Canadian Security Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Security Agreement**”), pursuant to which each of the Debtors has granted to the Administrative Agent, as security for the Obligations, a continuing security interest in all of such Debtor’s right, title and interest in and to all copyrights, patents, trademarks and industrial and intellectual property, including, without limitation, all rights under copyright with respect to certain Items of Product and all registered trademarks and trademarks for which applications for registration have been filed, all as more fully set forth in the Canadian Security Agreement;

D. The Credit Agreement requires each of the Additional Debtor to become a party to the Canadian Security Agreement; and

E. Each Additional Debtor has agreed to execute and deliver this Canadian Assumption and Joinder Agreement in order to become a party to the Canadian Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Additional Debtor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Security Agreement shall be applied herein as defined or established in the Canadian Security Agreement.

2. By executing and delivering this Canadian Assumption and Joinder Agreement, each Additional Debtor, as provided in Section 11.2 of the Canadian Security Agreement, hereby becomes a party to the Canadian Security Agreement as a Debtor thereunder with the same force and effect as if originally named therein as a Debtor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Debtor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by each such Additional Debtor to secure all of each such Additional Debtor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedules "A" through "C" to the Canadian Security Agreement. Each Additional Debtor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Canadian Security Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Assumption and Joinder Agreement) as if made on and as of such date.

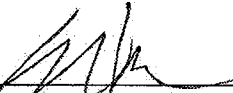
3. This Canadian Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Manitoba and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.

4. This Canadian Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.


[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.


FRANTIC FILMS CORPORATION

By: 
Name: Erick Kwak
Title: Authorized Signatory

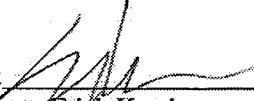
**FRANTIC FILMS LIVE ACTION
DEVELOPMENT INC.**

By: 
Name: Erik Kwak
Title: Authorized Signatory


**FRANTIC FILMS LIVE ACTION PRODUCTIONS
INC.**

By: 
Name: Erick Kwak
Title: Authorized Signatory

FRANTIC MANITOBA PRODUCTIONS INC.

By: 
Name: Erick Kwak
Title: Authorized Signatory

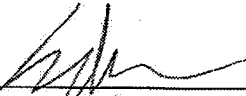
FRANTIC FILMS ONTARIO INC.

By: 


Name: Erick Kwak

Title: Authorized Signatory

FRANTIC FILMS RELEASING INC.

By: 
Name: Erick Kwak
Title: Authorized Signatory

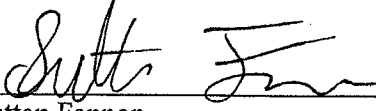
FRANTIC FILMS PRODUCTIONS LIBRARY INC.

By: 
Name: Erick Kwak
Title: Authorized Signatory

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 
Name: Sutton Fannon
Title: Director

SCHEDULE 1

Supplement to Schedules of Canadian Security Agreement

SCHEDULE "A"

Items of Product and Copyright Information

Copyright	Registration No.	Registration Date	Owner
Lucid	1039053	September 11, 2005	Frantic Films Live Action Productions Inc. and Bedbug Films Inc.
Assault and Rescue	1084983	April 28, 2011	Frantic Films Live Action Productions Inc.
Breakbound	1052154	September 27, 2007	Frantic Films Productions Library Inc., formerly, 2Y0 Productions Inc.
Chef School (I)	1085034	April 28, 2011	Frantic Films Live Action Productions Inc.
End of Men	1084984	April 28, 2011	Frantic Films Live Action Productions Inc.
Guinea Pig - Season 3 - Episodes 15-24	1066767	April 17, 2009	Frantic Films Productions Library Inc., formerly, GP TV III Productions / Rogers Documentary and Cable Network Fund
Guinea Pig - Season 2 - Episodes 7-14	1061043	August 29, 2008	Frantic Films Productions Library Inc., formerly, GP TV II Productions / Rogers Documentary and Cable Network Fund
House Poor - Season 1	1097067	July 11, 2012	Frantic Films Productions Library Inc., formerly, House Poor Productions Inc.
House Poor - Season 1	1086146	April 15, 2011	Frantic Films Live Action Productions Inc.
Ken Leishman: The Flying Bandit (Literary work: Screenplay), Ken Leishman: The Flying Bandit (Dramatic work: Film)	1025070	November 24, 2004	Frantic Films Productions Library Inc., formerly, Flying Bandit Productions Inc.
Kitchen Crimes (screenplay), Kitchen Crimes (film)	1032830	September 20, 2005	Frantic Films Productions Library Inc., formerly, Kitchen Crimes Productions Inc.
Klondike The Quest for Gold (Literary Work: Screenplay), Klondike The Quest for Gold (Dramatic Work: Film)	1013876	August 12, 2003	Frantic Films Productions Library Inc., formerly, 4523190 Manitoba Ltd.
KLONDIKE: THE QUEST FOR GOLD	1005353	August 19, 2002	Frantic Films Productions Library Inc., formerly, 4523190 Manitoba Ltd.
KLONDIKE: THE QUEST FOR GOLD	495470	January 15, 2002	3712044 Manitoba Inc. c.o.b. Frantic Films
Last Chance for Romance (Literary Work -	1020658	May 13, 2004	Frantic Films Productions Library Inc., formerly LCFR Productions Inc.

Copyright	Registration No.	Registration Date	Owner
Screenplay), last Chance for Romance (Dramatic Work Film)			
Meet the Family - Season Two, episodes 109 to 121	1113847	June 11, 2014	Frantic Films Corporation
Meet the Family - Season One (Episodes 101 - 108)	1107954	September 27, 2013	Frantic Films Productions Library Inc., formerly, MTP Productions Inc.
Meet the Family	1104914	May 24, 2013	Frantic Films Productions Library Inc., formerly, MTP Productions Inc.
Mother Truckers	1078172	June 25, 2010	Frantic Films Ontario Inc.
Music Rising	1041455	September 29, 2006	Frantic Films Productions Library Inc., formerly, Bring Back NOLA Productions Inc.
Opening Soon By Design	1086413	April 15, 2011	Frantic Films Live Action Productions Inc.
Pitchin' In - Season 1 and 2	1084985	April 28, 2011	Frantic Films Live Action Productions Inc.
Princess - Season 1	1096936	July 6, 2012	Frantic Films Productions Library Inc., formerly, Sweet Girl Productions Inc.
Princess (II)	1086402	April 26, 2011	Frantic Live Action Production Inc.
Quest for the Bay	492717	July 6, 2001	Frantic Films Productions Library Inc., formerly, 4372761 Manitoba Ltd.
Quest for the Sea	1011021	April 9, 2003	Frantic Films Productions Library Inc., formerly, Quest for the Sea Inc.
Rags to Red Carpet	1084986	April 28, 2011	Frantic Films Live Action Productions Inc.
Rocket Booster Rescue	1084987	April 28, 2011	Frantic Films Live Action Productions Inc.
Still Standing (Episodes 102-113)	1120262	March 26, 2015	Frantic Films Productions Library Inc., formerly, OAP Productions Inc. c/o Frantic Films
The Opener - Seasons 1 and 2	1085016	April 28, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (IX)	1097064	July 11, 2012	Frantic Films Productions Library Inc., formerly, Money Test IX Productions Inc.
Til Debt Do Us Part (IX)	1086144	April 15, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (VI)	1097012	July 10, 2012	Frantic Films Productions Library Inc., formerly, Money Test VI Productions Inc.
Til Debt Do Us Part (VII)	1097011	July 10, 2012	Frantic Films Productions Library Inc., formerly, Money Test VII Productions Inc.
Til Debt Do Us Part (VIII)	1097010	July 10, 2012	Frantic Films Productions Library Inc., formerly, Money Test VIII Productions Inc.
Til Debt Do Us Part (V)	1097009	July 11, 2012	Frantic Films Productions Library Inc., formerly, Money Test IV Productions Inc.
Til Debt Do Us Part (IV)	1097008	July 10, 2012	Frantic Films Productions Library Inc., formerly, Money Test IV Productions Inc.
Til Debt Do	1097007	July 10, 2012	Frantic Films Productions Library Inc., formerly,

Copyright	Registration No.	Registration Date	Owner
Us Part (III)			Money Test III Productions Inc.
Ti! Debt Do Us Part (II)	1097006	July 10, 2012	Frantic Films Productions Library Inc., formerly, Money Test II Productions Inc.
Til Debt Do Us Part (I)	1097005	July 10, 2012	Frantic Films Productions Library Inc., formerly, Money Test Productions Inc.
Til Debt Do Us Part (IX)	1086144	April 15, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (IV)	1085035	April 28, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (VIII)	1085033	April 28, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (VII)	1085032	April 28, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (V)	1085031	April 28, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (III)	1085030	April 28, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (II)	1085029	April 28, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (I)	1085018	April 28, 2011	Frantic Films Live Action Productions Inc.
Til Debt Do Us Part (VD)	1084976	April 28, 2011	Frantic Films Live Action Productions Inc.
Todd & The Book of Pure Evil - Monster Fat	1066759	April 17, 2009	Frantic Films Productions Library Inc., formerly, Evil Book Productions Inc. / Pure Evil Productions Inc.
Winnipeg Comedy Festival 2015	1145534	November 30, 2017	Frantic Films Productions Library Inc., formerly, WCF 2015 Productions Inc.
The Winnipeg Comedy Festival (Screenplay), The Winnipeg Comedy Festival (Television Series)	1095087	April 23, 2012	Frantic Films Productions Library Inc., formerly, WCF 2012 Productions Inc.
Winnipeg Comedy Festival 2014	1111883	March 20, 2014	Frantic Films Productions Library Inc., formerly, WCF 2014 Productions Inc.
Winnipeg Comedy Festival 2013	1111882	March 20, 2014	Frantic Films Productions Library Inc., formerly, WCF 2013 Productions Inc.
Winnipeg Comedy Festival 2012	1094843	March 13, 2012	Frantic Films Productions Library Inc., formerly, WCF 2012 Productions Inc.
Winnipeg Comedy Festival 2009	1086515	April 29, 2011	Frantic Films Live Action Productions Inc.
Winnipeg Comedy Festival 2010	1086514	April 29, 2011	Frantic Films Live Action Productions Inc.
Winnipeg Comedy	1086515	April 29, 2014	Frantic Films Live Action Productions Inc.

Copyright	Registration No.	Registration Date	Owner
Festival 2009			
Writers Block (Episodes 101-110)	1145490	November 29, 2017	Frantic Films Ontario Inc.
Zeyda And The Hitman a/k/a Zaida And The Hitman	1023911	October 1, 2004	Frantic Films Productions Library Inc., formerly, Frantic Zalda Inc. / My Zaida Inc.)

SCHEDULE "B"

Trademark Registrations and Applications for Registration

Trademark	Registrant	Jurisdiction	Registration or Application Number	Date of Registration or Application	Licenses and Other Authorized Uses
FRANTIC FILMS	Frantic Films Corporation	Canada	TMA601277	February 3, 2004	Television production, television broadcasting, television programming, production of television commercials, television program syndication, Distribution of television programs, production and distribution of motion picture films, production of Computer animation and graphics, consulting services in the television and motion picture film industry
FRANTIC FILMS DESIGN	Frantic Films Corporation	Canada	TMA600990	January 30, 2004	Television production, television broadcasting, television programming, production of television commercials, television program syndication, distribution of television programs, production and distribution of motion picture films, production of Computer animation and graphics, consulting services in the television and motion picture film industry

SCHEDULE "C"

Location of Business Operations and Records

Legal Name	Jurisdiction of Incorporation	Locations (Same for all Additional Debtors unless otherwise specified)	Canada Revenue Agency Business Number	Corporation Number
Frantic Films Corporation	Manitoba	Winnipeg office Frantic Films Corporation	874599962	3712044
Frantic Films Live Action Development Inc.	Manitoba	1300 – 220 Portage Avenue Winnipeg, MB R3C 0A5	863206579	5003580
Frantic Films Live Action Productions Inc.	Manitoba	External record storage Phoenix Recycling 76 Hoka Street Winnipeg, MB R2C 3N2	863801254	4566417
Frantic Films Releasing Inc.	Manitoba		863618260	4566409
Frantic Manitoba Productions Inc.	Manitoba	Winnipeg Comedy Festival storage Access Storage 345 Higgins Avenue Winnipeg, MB R3A 0V4	835668864	5984140
Frantic Films Ontario Inc.	Ontario		832699292	2190082
Frantic Films Productions Library Inc.	Manitoba Extra-provincially registered in Ontario	Toronto office Frantic Films Ontario Inc. #100 - 46 Spadina Ave Toronto, ON M5V 2H8 FFOI & SS4 external storage Apple Self Storage 530 Adelaide St W Toronto, ON M5V 1T5	828212589	7001819

TAB 5

This is Exhibit "E-5" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023

Christine M. White

A notary public

**CANADIAN ASSUMPTION OF JOINDER AGREEMENT
DATED AS OF JULY 23, 2018**

FROM: **MEDIA HEADQUARTERS FILM & TELEVISION INC.** (the
"Additional Debtor")

IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the "**Administrative Agent**") for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "**Credit Agreement**") among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the "**Borrower**"), the other Loan Parties referred to therein, the lenders referred to therein (the "**Lenders**") and SunTrust Bank, as administrative agent (in such capacity, the "**Administrative Agent**") and as issuing bank (in such capacity, the "**Issuing Bank**"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "**Guaranty and Security Agreement**") among the Administrative Agent, the Borrower, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations;

C. Each of the Debtors is a party to a Canadian Security Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Canadian Security Agreement**"), pursuant to which each of the Debtors has granted to the Administrative Agent, as security for the Obligations, a continuing security interest in all of such Debtor's right, title and interest in and to all copyrights, patents, trademarks and industrial and intellectual property, including, without limitation, all rights under copyright with respect to certain Items of Product and all registered trademarks and trademarks for which applications for registration have been filed, all as more fully set forth in the Canadian Security Agreement;

D. The Credit Agreement requires the Additional Debtor to become a party to the Canadian Security Agreement; and

E. The Additional Debtor has agreed to execute and deliver this Canadian Assumption and Joinder Agreement in order to become a party to the Canadian Security Agreement.

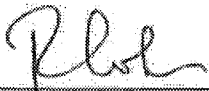
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Debtor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Security Agreement shall be applied herein as defined or established in the Canadian Security Agreement.
2. By executing and delivering this Canadian Assumption and Joinder Agreement, the Additional Debtor, as provided in Section 11.2 of the Canadian Security Agreement, hereby becomes a party to the Canadian Security Agreement as a Debtor thereunder with the same force and effect as if originally named therein as a Debtor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Debtor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Debtor to secure all of such Additional Debtor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedules "A" through "C" to the Canadian Security Agreement. The Additional Debtor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Canadian Security Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Assumption and Joinder Agreement) as if made on and as of such date.
3. This Canadian Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.
4. This Canadian Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

**MEDIA HEADQUARTERS FILM &
TELEVISION INC.**

By: 
Name: Robert Cohen
Title: President and Secretary

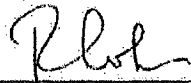
Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

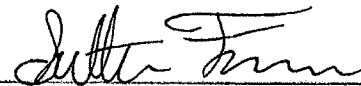
IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

**MEDIA HEADQUARTERS FILM &
TELEVISION INC.**

By: 
Name: Robert Cohen
Title: President and Secretary

Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By: 
Name: Sutton Fannon
Title: Director

SCHEDULE 1**Supplement to Schedules of Canadian Security Agreement****SCHEDULE "A"****Items of Product and Copyright Information**

Title of Work	Description of Work (e.g., screenplay, motion picture)	Registration No. (or Pending Application/Receipt No.)	Copyright Registrant (or Copyright Claimant)	Date of Registration (or Date of Application)
The Great Polar Bear Adventure	Motion Picture	PA0001685524	GPB Films Inc.	2008-04-02
Outlaw In-Laws – Season I	Motion Picture	Pau003145164	Relative Films Inc.	2007-06-11
Souvenir of Canada	Motion Picture	PA0001364629	SOC Films Inc.	2006-11-27

SCHEDULE "B"**Trademark Registrations and Applications for Registration**

Trademark	Registrant	Jurisdiction	Registration or Application Number	Date of Registration or Application	Licenses and Other Authorized Uses
N/A					

SCHEDULE "C"**Location of Business Operations and Records**

Legal Name	Jurisdiction of Incorporation	Locations	Canada Revenue Agency Business Number	Corporation Number
Media Headquarters Film & Television Inc.	Ontario	Toronto, ON Canada	88504 0113 RC0001	001480538

TAB 6

This is Exhibit "E-6" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023

Christine M. White
A notary public

CANADIAN ASSUMPTION AND JOINDER AGREEMENT DATED AS OF
July 23, 2018

FROM: **Our House Media Inc.** (the “**Additional Debtor**”)
IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the other Loan Parties referred to therein, the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations;

C. Each of the Debtors is a party to a Canadian Security Agreement, dated as of July 28, 2017 (as the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Security Agreement**”), pursuant to which each of the Debtors has granted to the Administrative Agent, as security for the Obligations, a continuing security interest in all of such Debtor’s right, title and interest in and to all copyrights, patents, trademarks and industrial and intellectual property, including, without limitation, all rights under copyright with respect to certain Items of Product and all registered trademarks and trademarks for which applications for registration have been filed, all as more fully set forth in the Canadian Security Agreement;

D. The Credit Agreement requires the Additional Debtor to become a party to the Canadian Security Agreement; and

E. The Additional Debtor has agreed to execute and deliver this Canadian Assumption and Joinder Agreement in order to become a party to the Canadian Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Debtor and the Administrative Agent agree as follows:

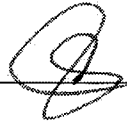
1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Security Agreement shall be applied herein as defined or established in the Canadian Security Agreement.
2. By executing and delivering this Canadian Assumption and Joinder Agreement, the Additional Debtor, as provided in Section 11.2 of the Canadian Security Agreement, hereby becomes a party to the Canadian Security Agreement as a Debtor thereunder with the same force and effect as if originally named therein as a Debtor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Debtor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Debtor to secure all of such Additional Debtor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedules "A" through "C" to the Canadian Security Agreement. The Additional Debtor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Canadian Security Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Assumption and Joinder Agreement) as if made on and as of such date.
3. This Canadian Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.
4. This Canadian Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

OUR HOUSE MEDIA INC.

By:
Name:
Title:



Acknowledged and agreed to as of the date hereof:


SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

OUR HOUSE MEDIA INC.

By:
Name:
Title:



Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By:
Name: Sutton Fannon
Title: Director



SCHEDULE 1

Supplement to Schedules of Canadian Security Agreement

SCHEDULE "A"

Items of Product and Copyright Information

Title of Work	Description of Work (e.g., screenplay, motion picture)	Registration No. (or Pending Application/Receipt No.)	Copyright Registrant (or Copyright Claimant)	Date of Registration (or Date of Application)
Cash in the Cabin	television series 13 x 60-minute episodes	n/a	Cash in the Cabin (OHM) Productions Inc.	n/a
Backroad Bounty 2	television series 13 x 60-minute episodes	n/a	Backroad Bounty 2 (OHM) Productions Inc.	n/a
Endless Yard Sale: Showdown	television series 6 x 60-minute episodes	n/a	Endless Yard Sale (OHM) Productions Inc.	n/a
			Our House Media Inc. (licensee)	n/a
			Our House Media Rights Limited (licensee)	n/a
Home Chef Takeover	television series 14 x 30-minute episodes	n/a	HCRTO (OHM) Productions Inc.	n/a
			Our House Media Inc. (licensee)	n/a
Million Dollar View	television series 13 x 30-minute episodes	n/a	Million Dollar View (OHM) Productions Inc.	n/a
Million Dollar View North America	television series 13 x 30-minute episodes	n/a	Million Dollar View North America (OHM) Productions Inc.	n/a
My Baby's Having a Baby	television series 10 x 60-minute episodes	n/a	TYTBAG (OHM) Productions Inc.	n/a
Paranormal Investigators a/k/a Haunted Case Files	television series 13 x 60-minute episodes	n/a	Paranormal Investigators (OHM) Productions Inc.	n/a
			Our House Media Inc. (licensee)	n/a
			Our House Media Rights Limited	n/a

			(licensee)	
Paranormal Survivor 1	television series 10 x 60-minute episodes	n/a	Paranormal Survivor (OHM) Productions Inc.	n/a
Paranormal Survivor 2	television series 10 x 60-minute episodes	n/a	Paranormal Survivor 2 (OHM) Productions Inc.	n/a
			Our House Media Inc. (licensee)	n/a
Paranormal Survivor 3	television series 10 x 60-minute episodes	n/a	PS3 (OHM) Productions Inc.	n/a
			Our House Media Inc. (licensee)	n/a
Airport: Below Zero	television series 10 x 60-minute episodes	n/a	EIAP (OHM) Productions Inc.	n/a
Untouchable	television series 10 x 60-minute episodes	n/a	Untouchable (OHM) Productions Inc.	n/a
			Our House Media Inc. (licensee)	n/a
			Our House Media Rights Limited (licensee)	n/a
Brawlywood a/k/a Famous Feuds	television series 10 x 60-minute episodes	n/a	Brawlywood (OHM) Productions Inc.	n/a
			Our House Media Rights Limited (licensee)	n/a
Broke and Famous	television series 10 x 60-minute episodes	n/a	BAF (OHM) Productions Inc.	n/a
			Our House Media Rights Limited (licensee)	n/a
Scariest Night of My Life	television series 13 x 60-minute episodes	n/a	SNOML (OHM) Productions Inc.	n/a
			Our House Media Inc. (licensee)	n/a
			Our House Media Rights Limited (licensee)	n/a

SCHEDULE "B"

Trademark Registrations and Applications for Registration

NONE

SCHEDULE "C"

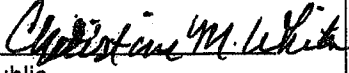
Location of Business Operations and Records

Legal Name	Jurisdiction of Incorporation	Locations	Canada Revenue Agency Business Number	Corporation Number
Our House Media Inc.	Ontario	43 Davies Avenue, Toronto ON M4M 2A9	848409579	002387611

TAB 7

This is Exhibit "E-7" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

CANADIAN ASSUMPTION OF JOINDER AGREEMENT DATED AS OF
July 23, 2018

FROM: Sienna Films Inc. (the “**Additional Debtor**”)
IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the other Loan Parties referred to therein, the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations;

C. Each of the Debtors is a party to a Canadian Security Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Security Agreement**”), pursuant to which each of the Debtors has granted to the Administrative Agent, as security for the Obligations, a continuing security interest in all of such Debtor’s right, title and interest in and to all copyrights, patents, trademarks and industrial and intellectual property, including, without limitation, all rights under copyright with respect to certain Items of Product and all registered trademarks and trademarks for which applications for registration have been filed, all as more fully set forth in the Canadian Security Agreement;

D. The Credit Agreement requires the Additional Debtor to become a party to the Canadian Security Agreement; and

E. The Additional Debtor has agreed to execute and deliver this Canadian Assumption and Joinder Agreement in order to become a party to the Canadian Security Agreement.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Debtor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Security Agreement shall be applied herein as defined or established in the Canadian Security Agreement.
2. By executing and delivering this Canadian Assumption and Joinder Agreement, the Additional Debtor, as provided in Section 11.2 of the Canadian Security Agreement, hereby becomes a party to the Canadian Security Agreement as a Debtor thereunder with the same force and effect as if originally named therein as a Debtor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Debtor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Debtor to secure all of such Additional Debtor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedules "A" through "C" to the Canadian Security Agreement. The Additional Debtor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Canadian Security Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Assumption and Joinder Agreement) as if made on and as of such date.
3. This Canadian Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.
4. This Canadian Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

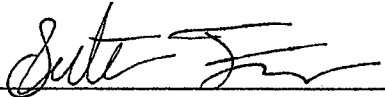
IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

SIENNA FILMS INC.

By:  _____
Julia Screny
Co-President

Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By:  _____
Name: Sutton Fannon
Title: Director

SCHEDULE 1

Supplement to Schedules of Canadian Security Agreement

SCHEDULE "A"

Items of Product and Copyright Information

ENTERTAINMENT PROPERTIES

Key Entertainment Properties

1. Ransom 1 (co-owned) [EXCLUDED – BMO LOAN] – Sienna Films Inc. has an unregistered interest (only CIPO registrations relate to the BMO loans) (TV Series)
2. Ransom 2 (co-owned) [EXCLUDED – BMO LOAN] – Sienna Films Inc. has an unregistered interest (only CIPO registrations relate to the BMO loans) (TV Series)

Completed Entertainment Properties

3. Ransom 1 (co-owned) [EXCLUDED – BMO LOAN] – Sienna Films Inc. has an unregistered interest (only CIPO registrations relate to the BMO loans) (TV Series)
4. Titanic (co-owned) – Sienna Films Inc. has an unregistered interest (Film)
5. I, Claudia – Sienna Films Inc. owns an unregistered interest (Film)
6. Touch of Pink (co-owned) – Sienna Films Productions III Inc. (amalgamated into Sienna Films Rights Inc. in 2010) – CIPO registration 1013284 (2003-07-24); Sienna Films Inc. – CIPO registration 1011926 (2003-05-20) (Film)
7. Sibs – Sienna Films Productions II Inc. – CIPO registration 1009018 (2003-01-23); entity voluntarily dissolved; rights now held by Sienna Films Inc. (Film)
8. Saint Monica (co-owned) – registered owners are Day for Night Motion Pictures Incorporated and Fado Films Inc. – CIPO registration 1002328 (2001-04-18); Sienna Films Inc. has an unregistered interest (Film)
9. Marion Bridge (co-owned) – registered owners are 2010349 Ontario Inc. and Marion Productions Ltd. – CIPO registration 1007761 (2002-11-22); Sienna Films Inc. has an unregistered interest (Film)
10. Society's Child (co-owned) – Waterfall Productions Inc. has an unregistered interest (only CIPO registrations relate to 2000 RBC loan) [EXCLUDED – Sienna Films only owns 50% of Capital Stock of Waterfall Productions Inc. and does not control] (Film)

11. Dinner at the Edge - Sienna Films Productions I Inc. owns an unregistered interest - entity voluntarily dissolved; rights now held by Sienna Films Inc. (only CIPO registrations related to 1999 RBC loan) (Film)
12. New Waterford Girl (co-owned) – Sienna Films Inc. owns an unregistered interest (Film)
13. Black, Bold and Beautiful: Black Women’s Hair – Sienna Films Inc. owns an unregistered interest (Film)
14. Confessions of a Rabid Dog – Sienna Films Inc. owns an unregistered interest (Film)
15. Man Overboard – Sienna Films Inc. owns an unregistered interest (Film)
16. Hidden Children (co-owned) – Sienna Films Inc. owns an unregistered interest (Film)
17. Orphans of Manchuria (co-owned) – Sienna Films Inc. owns an unregistered interest (Film)
18. April One aka Standoff – Sienna Films Inc. owns an unregistered interest (Film)
19. Femcab (2001 Performing Arts Special for CBC. CBC-IS has worldwide distribution rights for 25 years) – Sienna Films Inc. owns an unregistered interest (Film)
20. JOB (2006 unaired Pilot for The Comedy Network) – Sienna Films Inc. owns an unregistered interest (TV Pilot)
21. Altar Boy Gang (2001 2x 30mins episodes for CBC (cancelled)) – Sienna Films Inc. owns an unregistered interest (TV Series)
22. Apartment Hunting (2000 FF. Kawaja and Sereny served as Executive Producers with 10% net profits) – Sienna Films Inc. owns an unregistered interest (Film)

DEVELOPMENT PROJECTS

Key Development Projects

1. Sweetness in the Belly – Sienna Films Inc. and Sienna Films Productions XVII Inc. own unregistered interests (Film)
2. The Porter – Sienna Films Inc. owns an unregistered interest
3. Holdfast Chronicles – Sienna Films Inc. owns an unregistered interest

4. Mistress of the Art of Death – Sienna Films Inc. owns an unregistered interest
5. Heartfield – Sienna Films Inc. owns an unregistered interest

Other Development Projects

6. A Complicated Kindness – Sienna Films Inc. owns an unregistered interest
7. A Last Life – Sienna Films Inc. owns an unregistered interest
8. Book of Secrets – Sienna Films Inc. owns an unregistered interest
9. Cat People – Sienna Films Inc. owns an unregistered interest
10. The Embassy – Sienna Films Inc. owns an unregistered interest
11. Forgotten – Sienna Films Inc. owns an unregistered interest
12. Happy Place – Sienna Films Inc. owns an unregistered interest
13. Havana Quartet – Sienna Films Inc. owns an unregistered interest
14. Hell's Belles – Sienna Films Inc. owns an unregistered interest
15. The Hotel – Sienna Films Inc. owns an unregistered interest
16. The Player's Son – Sienna Films Inc. owns an unregistered interest
17. Prey – Sienna Films Inc. owns an unregistered interest
18. Red Nation Rising – Sienna Films Inc. owns an unregistered interest
19. Secret Daughter – Sienna Films Inc. owns an unregistered interest
20. Secret Life – Sienna Films Inc. owns an unregistered interest
21. Smoke(d) – Sienna Films Inc. and Smoke(d) Productions I Inc. own unregistered interests
22. Strange Behaviour – Sienna Films Inc. owns an unregistered interest
23. Suffer the Children – Sienna Films Inc. owns an unregistered interest
24. Take Me to Church – Sienna Films Inc. owns an unregistered interest
25. Westview – Sienna Films Inc. owns an unregistered interest

26. What We All Long For – Sienna Films Inc. owns an unregistered interest
27. Yes to Everything – Sienna Films Inc. owns an unregistered interest
28. Last Chance General– Sienna Films Inc. owns an unregistered interest

SCHEDULE "B"**Trademark Registrations and Applications for Registration**

Trademark	Registrant	Jurisdiction	Registration or Application Number	Date of Registration or Application	Licenses and Other Authorized Uses
N/A	N/A	N/A	N/A	N/A	N/A

SCHEDULE "C"

Location of Business Operations and Records

Legal Name	Jurisdiction of Incorporation	Locations	Canada Revenue Agency Business Number	Corporation Number
Sienna Films Inc.	Ontario	489 College St., Suite #305 Toronto, ON	13305 9931	982414

TAB 8

This is Exhibit "E-8" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

CANADIAN SECURITY AGREEMENT ASSUMPTION AND JOINDER AGREEMENT

FROM: Those subsidiaries of Kew Media Group Inc. listed on Annex A attached hereto (each an “**Additional Debtor**”)

IN FAVOUR OF: Truist Bank, as successor by merger of SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

DATED: as of December 31, 2019

WHEREAS:

A. Kew Media International Limited f/k/a Content Media Corporation International Limited (“**KMIL**”), SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), and the lenders from time to time party thereto (the “**Lenders**”) entered into that certain Revolving Credit Agreement, dated as of July 28, 2017 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”);

B. KMIL, Kew Media Group Inc. (the “**Parent**”, and, together with KIML, the “**Borrowers**”), the Administrative Agent, and the Lenders entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 23, 2018 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”), which amended and restated the Existing Credit Agreement;

C. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Debtors and others, each of the Debtors guaranteed the Guaranteed Obligations;

D. Each of the Debtors is a party to a Canadian Security Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Security Agreement**”), pursuant to which each of the Debtors has granted to the Administrative Agent, as security for the Obligations, a continuing security interest in all of such Debtor’s right, title and interest in and to all copyrights, patents, trademarks and industrial and intellectual property, including, without limitation, all rights under copyright with respect to certain Items of Product and all registered trademarks and trademarks for which applications for registration have been filed, all as more fully set forth in the Canadian Security Agreement;

E. The Credit Agreement requires each Additional Debtor to become a party to the Canadian Security Agreement; and


F. Each Additional Debtor has agreed to execute and deliver this Canadian Security Agreement Assumption and Joinder Agreement in order to become a party to the Canadian Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Debtors and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Security Agreement shall be applied herein as defined or established in the Canadian Security Agreement.
2. By executing and delivering this Canadian Security Agreement Assumption and Joinder Agreement, each Additional Debtor, as provided in Section 11.2 of the Canadian Security Agreement, hereby becomes a party to the Canadian Security Agreement as a Debtor thereunder with the same force and effect as if originally named therein as a Debtor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Debtor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Debtor to secure all of such Additional Debtor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedules "A" through "C" to the Canadian Security Agreement. Each Additional Debtor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Canadian Security Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Security Agreement Assumption and Joinder Agreement) as if made on and as of such date.
3. This Canadian Security Agreement Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Security Agreement Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA.
4. This Canadian Security Agreement Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Security Agreement Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Security Agreement Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

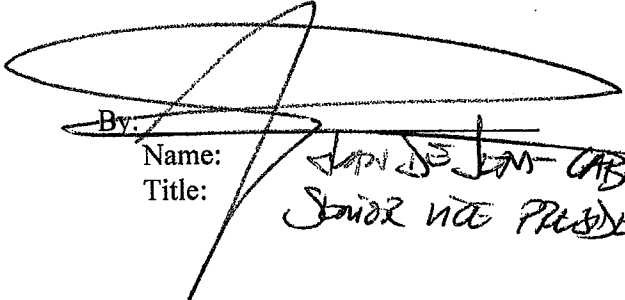
IN WITNESS WHEREOF, each of the undersigned has caused this Canadian Security Agreement Assumption and Joinder Agreement to be duly executed and delivered for and on behalf of each of the Additional Debtors set forth on Annex A attached hereto of the date first above written.

By: 

Name: Rick Kwak
Title: Authorized Signatory

Acknowledged and agreed to as of the date hereof:

**TRUIST BANK, as successor by merger to SunTrust Bank,
as Administrative Agent**

By: 
Name: JUAN JOSE LAN-CABRERO
Title: SENIOR VICE PRESIDENT

ANNEX A**Subsidiaries of Kew Media Group Inc.:**

2565936 Ontario Limited
Kew Media International (Canada) Inc.

Subsidiaries of Architect Films Inc.:

2523899 Ontario Inc.
2584492 Ontario Inc.
2646201 Ontario Inc.
AFDev Inc.

Subsidiaries of BGM Inc.:

ASD Productions 1 Inc. (formerly ATC 1 Productions Inc.)
BGM Amalco Inc.
BGM Live Inc.
BGM Produces 1 Inc.
Dayparts Productions 6 Inc.
Dayparts Productions 7 Inc.
Haunted Hospitals Productions 1 Inc.
It's My Party Productions 1 Inc.
Story of Us Productions Inc.
Paranormal Nightshift Productions 1 Inc.

Subsidiaries of Frantic Films Corporation:

ABA Productions 2017 Ontario Inc.
Frantic Films Productions Library (Ontario) Inc.
Frantic Investigations 1 Inc.
Frantic Investigations 2 Inc.
Murderous Mistakes Productions Inc.
Plain Sight Pilot Productions Inc.

Subsidiaries of Our House Media Inc.:

BAF (OHM) Productions Inc.
Born in a Barn (OHM) Productions Inc.
BTV2 (OHM) Productions Inc.
UH (OHM) Productions Inc. (formerly
KA (OHM) Productions Inc.)
TYTBAG (OHM) Productions Inc.
WTA (OHM) Productions Inc.

Subsidiaries of Sienna Films Inc.:

Sienna Films Development II Inc.

SCHEDULE 1

Supplement to Schedules of Canadian Security Agreement

SCHEDULE "A"

Items of Product and Copyright Information**Subsidiaries of Kew Media Group Inc.:**

2565936 Ontario Limited
Kew Media International (Canada) Inc.

N/A

Subsidiaries of Architect Films Inc.:

2523899 Ontario Inc.
2584492 Ontario Inc.
2646201 Ontario Inc.
AFDev Inc.

N/A

Subsidiaries of Bristow Global Media Inc.:

ASD Productions 1 Inc. (formerly ATC 1 Productions Inc.)
BGM Amalco Inc.
BGM Live Inc.
BGM Produces 1 Inc.
Dayparts Productions 6 Inc.
Dayparts Productions 7 Inc.
Haunted Hospitals Productions 1 Inc.
It's My Party Productions 1 Inc.
Story of Us Productions Inc.
Paranormal Nightshift Productions 1 Inc.

Item of Product	Copyright Registration	Copyright Owner	Nature of Loan Party's interest in that Item of Product	Location
How To Hero	N/A	N/A	Economic Interest: PBS License Fee	N/A
The Zone: Season 6	N/A	N/A	Economic Interest: Corus License Fee	N/A
The Zone: Season 7	N/A	N/A	Economic Interest: Corus License Fee	N/A
Haunted Hospitals: Season 1	N/A	Haunted Hospitals Productions 1 Inc.	Copyright	Technicolor 49 Ontario St, Toronto, ON M5A 2V1
It's My Party!: Season 1	N/A	It's My Party Productions 1 Inc.	Copyright	Technicolor 49 Ontario St, Toronto, ON M5A 2V1
Canada: The Story of Us	N/A	Nutopia	Copyright	Technicolor 49 Ontario St, Toronto, ON M5A 2V1

All Systems Down: Season 1	N/A	ASD Productions 1 Inc.	Copyright	N/A
Paranormal Nightshift: Season 1	N/A	Paranormal Nightshift Productions 1 Inc.	Copyright	Rolling Pictures 150 John Street 2 nd Floor Toronto, Ontario M5V 3E3

Subsidiaries of Frantic Films Corporation:

ABA Productions 2017 Ontario Inc.
 Frantic Films Productions Library (Ontario) Inc.
 Frantic Investigations 1 Inc.
 Frantic Investigations 2 Inc.
 Murderous Mistakes Productions Inc.
 Plain Sight Pilot Productions Inc.

Item of Product	Copyright Registration	Copyright Owner	Nature of Loan Party's interest in that Item of Product	Location
The Stats of Life	1144914	ABA Productions 2017 Ontario Inc. and ABA Productions 2017 Manitoba Inc.	Copyright	Extreme Reach Toronto, 29 Connell Crt, Unit 7, Toronto, ON M8Z 5T7
I Knew My Murderer/Lady Killers	N/A	N/A	Economic Interest: Corus License Fee	Extreme Reach Toronto, 29 Connell Crt, Unit 7, Toronto, ON M8Z 5T7
Killer Connections/They Kill For It	N/A	N/A	Economic Interest: Corus License Fee	Extreme Reach Toronto, 29 Connell Crt, Unit 7, Toronto, ON M8Z 5T7
Murderous Mistakes Pilot	N/A	Murderous Mistakes Productions Inc.	Copyright	Extreme Reach Toronto, 29 Connell Crt, Unit 7, Toronto, ON M8Z 5T7
In Plain Sight Pilot	N/A	Plain Sight Pilot Productions Inc.	Copyright	Extreme Reach Toronto, 29 Connell Crt, Unit 7, Toronto, ON M8Z 5T7

Subsidiaries of Our House Media Inc.:

BAF (OHM) Productions Inc.

Born in a Barn (OHM) Productions Inc.

BTV2 (OHM) Productions Inc.

UH (OHM) Productions Inc. (formerly KA (OHM) Productions Inc.)

TYTBAG (OHM) Productions Inc.

WTA (OHM) Productions Inc.

Item of Product	Copyright Registration	Copyright Owner	Nature of Loan Party's interest in that Item of Product	Location
Welcome to Waverly: Season 1	N/A	N/A	Economic Interest – License Fee	N/A
Too Young to be a Granny: Season 1	N/A	TYTBAG (OHM) Productions Inc.	Copyright	43 Davies Avenue, Toronto, Ontario, M4M 2A9
Broke and Famous: Season 1	N/A	BAF (OHM) Productions Inc.	Copyright	43 Davies Avenue, Toronto, Ontario, M4M 2A9

SCHEDULE "B"

Trademark Registrations and Applications for Registration

None.

SCHEDULE "C"

Location of Business Operations and Records

Legal Name	Jurisdiction of Incorporation	Locations	Canada Revenue Agency Business Number	Corporation Number
2565936 Ontario Limited	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6 Goodmans LLP 333 Bay St., Suite 3400 Toronto, Ontario M5H 2S7	72423 6120	2565936
Kew Media International (Canada) Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	748795911	2640634
2523899 Ontario Inc.	Ontario	401 Logan Avenue, Unit 205, Toronto, Ontario, M4M 2P2	763600129	2523899
2584492 Ontario Inc.	Ontario	401 Logan Avenue, Unit 205, Toronto, Ontario, M4M 2P2	706817327	2584492
2646201 Ontario Inc.	Ontario	401 Logan Avenue, Unit 205, Toronto, Ontario, M4M 2P2	743362717	2646201
AFDev Inc.	Ontario	401 Logan Avenue, Unit 205, Toronto, Ontario, M4M 2P2	702504713	2688331
ASD Productions 1 Inc. (formerly ATC 1 Productions Inc.)	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	727017311	2662782
BGM Amalco Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	75980 8470	5024507
BGM Live Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	83838 3180	2430179
BGM Produces 1 Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	7947 02332	2694699

Dayparts Productions 6 Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	7895 84539	2699242
Dayparts Productions 7 Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	78149 3085	2609426
Haunted Hospitals Productions 1 Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	78149 3085	2609426
It's My Party Productions 1 Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	84268 9796	2429582
Story of Us Productions Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	80657 4596	2462351
Paranormal Nightshift Productions Inc.	Ontario	672 Dupont St., Suite 404, Toronto, Ontario M6G 1Z6	710528688	2681606
ABA Productions 2017 Ontario Inc.	Ontario	Winnipeg Office Frantic Films Corporation 1300-220 Portage Avenue Winnipeg, MB R3C 0A5 Toronto Office Frantic Films Ontario Inc. 579 Richmond St W Suite 100, Toronto, ON M5V 1Y6	71902 4499	2572377
Frantic Films Productions Library (Ontario) Inc.	Ontario	Winnipeg Office Frantic Films Corporation 1300-220 Portage Avenue Winnipeg, MB R3C 0A5 Toronto Office Frantic Films Ontario Inc. 579 Richmond St W Suite 100, Toronto, ON M5V 1Y6	86640 1128	1986846
Frantic Investigations 1	Manitoba	Winnipeg Office Frantic Films Corporation	735609927	7471191

Inc.			1300-220 Portage Avenue Winnipeg, MB R3C 0A5 Toronto Office Frantic Films Ontario Inc. 579 Richmond St W Suite 100, Toronto, ON M5V 1Y6			
Frantic Investigations 2 Inc.	Manitoba		Winnipeg Office Frantic Films Corporation 1300-220 Portage Avenue Winnipeg, MB R3C 0A5 Toronto Office Frantic Films Ontario Inc. 579 Richmond St W Suite 100, Toronto, ON M5V 1Y6	731376125	7494476	
Murderous Mistakes Productions Inc.	Manitoba		Winnipeg Office Frantic Films Corporation 1300-220 Portage Avenue Winnipeg, MB R3C 0A5 Toronto Office Frantic Films Ontario Inc. 579 Richmond St W Suite 100, Toronto, ON M5V 1Y6	735977084	10024610	
Plain Sight Pilot Productions Inc.	Manitoba		Winnipeg Office Frantic Films Corporation 1300-220 Portage Avenue Winnipeg, MB R3C 0A5 Toronto Office Frantic Films Ontario Inc. 579 Richmond St W Suite 100, Toronto, ON M5V 1Y6	780828489	10007472	
BAF (OHM) Productions Inc.	Ontario		43 Davies Avenue, Toronto, Ontario, M4M 2A9	74299 5293	2545880	

Born in a Barn (OHM) Productions Inc.	Ontario	43 Davies Avenue, Toronto, Ontario, M4M 2A9	8157578180	2448919
BTV2 (OHM) Productions Inc.	Ontario	43 Davies Avenue, Toronto, Ontario, M4M 2A9	75761 2890	2531189
UH (OHM) Productions Inc. (formerly KA (OHM) Productions Inc.)	Ontario	43 Davies Avenue, Toronto, Ontario, M4M 2A9	723210910	2667076
TYTBAG (OHM) Productions Inc.	Ontario	43 Davies Avenue, Toronto, Ontario, M4M 2A9	78783 8929	2500873
WTA (OHM) Productions Inc.	Ontario	43 Davies Avenue, Toronto, Ontario, M4M 2A9	70185 3293	2590028

TAB F

TAB 1

This is Exhibit "F-1" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023

Christine M. White

A notary public

CANADIAN SECURITIES PLEDGE AGREEMENT

THIS AGREEMENT is made as of July 28, 2017

FROM: Kew Media Group Inc. (the “**Parent**”), each other Loan Party listed on the signature pages of this Agreement, and each other Loan Party or Person that may become a party to this Agreement from time to time by executing a Canadian Joinder (as defined below) and delivering such Canadian Joinder to the Administrative Agent (as defined below) (the Parent, such Loan Parties and such Persons are hereinafter called the “**Pledgors**” and each is a “**Pledgor**”)

IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS,

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations; and

C. It is a condition precedent to the obligations of the Lenders, the Issuing Bank and the Administrative Agent under the Loan Documents that the Pledgors are required to enter into this Agreement, pursuant to which the Pledgors shall grant Liens on all of their personal property to the Administrative Agent, on behalf of the Secured Parties, to secure the Obligations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors and the Administrative Agent agree as follows:

1. SECURITY

1.1 Terms Incorporated by Reference - Terms defined in the *Personal Property Security Act* (Ontario) (as amended from time to time, the “**PPSA**”) and used in this Agreement have the

same meanings herein. Any reference to the "STA" means the *Securities Transfer Act* (Ontario), as amended from time to time. Capitalized terms used but not defined in this Agreement have the respective meanings attributed to those terms in the Guaranty and Security Agreement, save where the context otherwise requires.

1.2 Grant of Security

- (a) As general and continuing security for the due payment and performance of the Guaranteed Obligations, each Pledgor hereby pledges to the Administrative Agent and grants a security interest (the "**Security Interest**") in the following property and assets (collectively, the "**Pledged Collateral**"):
- (i) all certificated securities and any other Capital Stock of any Person (each an "**Issuer**"), evidenced by a certificate, instrument or other similar document, in each case owned by any Pledgor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including in each case those interests set forth on Schedule "A" to the extent such interests are certificated (collectively, "**Pledged Certificated Securities**");
 - (ii) any Capital Stock of any Issuer, other than Pledged Certificated Securities, in each case owned by any Pledgor, including all right, title and interest of any Pledgor as a limited or general partner in any partnership or as a member of any limited liability company not constituting Pledged Certificated Stock, all right, title and interest of any Pledgor in, to and under any organizational document of any partnership or limited liability company to which it is a party, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including in each case those interests set forth on Schedule "A" to the extent such interests are not certificated (collectively, "**Pledged Uncertificated Securities**"); and, together with the Pledged Certificated Securities, the "**Pledged Securities**");
 - (iii) all options and rights, whether in addition to, in substitution of, or in exchange for the Pledged Securities;
 - (iv) all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any such Pledged Securities or options and rights therein; and
 - (v) all other rights and claims of such Pledgor in respect of the foregoing.
- (b) For greater certainty, the Pledged Collateral includes any substitutions or additions arising out of any consolidation, subdivision, reclassification, stock dividend or similar increase or decrease in, or alteration to, the capital of any Issuer.

1.3 Obligations Secured

- (a) The Security Interest granted hereby secures the payment and performance of all Guaranteed Obligations.
- (b) All expenses, costs and charges incurred by or on behalf of the Administrative Agent and/or the Lenders in connection with this Agreement or the realization of the Pledged Collateral, including all legal fees, court costs, receiver's or agent's remuneration and other expenses of, or of taking or defending any action in connection with, taking possession of, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment of the Pledged Collateral or other lawful exercise of the powers conferred by the Credit Agreement or this Agreement shall be payable by each Pledgor forthwith upon demand and are to be added to and form a part of the Obligations.

1.4 Amalgamation, Reclassification, etc. - In the event that any of the Pledged Securities are changed, classified or reclassified, subdivided or converted into a different number or class of shares or otherwise, or if any additional shares are subscribed for or issued to any Pledgor for any other reason, the shares or other securities resulting from any such change, classification, reclassification, subdivision, conversion, subscription or issuance and the certificates representing the same, if any, shall be delivered by the applicable Pledgor to and held by the Administrative Agent in place of or in addition to, as the case may be, the Securities. In the event of any consolidation, reorganization, merger or amalgamation of the Issuer with or into another Person, or the sale of a substantial portion of the property and assets of the Issuer other than in the ordinary course of its business to another Person or Persons in exchange for securities in or of such other Person or Persons or any affiliate thereof, any and all securities issued or issuable to or received or receivable by the applicable Pledgor upon such consolidation, reorganization, merger, amalgamation or sale shall form part of the Pledged Collateral and the provisions hereof relating to the Securities shall, *mutatis mutandis*, apply to such securities. The provisions of this section shall similarly apply to successive such changes, classifications, reclassifications, subdivisions, conversions, subscriptions, consolidations, reorganizations, mergers, amalgamations and sales.

1.5 Attachment and Perfection

- (a) Each Pledgor acknowledges that (i) value has been given, (ii) it has rights in the Pledged Collateral (other than after-acquired Pledged Collateral), (iii) it has not agreed to postpone the time of attachment of the Security Interest, and (iv) it has received a duplicate original copy of this Agreement.
- (b) Each Pledgor shall immediately deliver to the Administrative Agent any and all certificates representing the Pledged Securities and in each case accompanied by a duly executed stock power of attorney or similar transfer form constituting an effective endorsement in favour of the Administrative Agent or as the Administrative Agent may direct, as applicable.
- (c) If any Pledgor becomes entitled to receive or receives any share certificate (including, without limitation, any certificate representing a stock dividend or a distribution in

connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option, warrant or rights (if in deliverable form) in respect of any of the Pledged Collateral, whether in addition to, in substitution of, as a conversion of, or in exchange for, any of the Pledged Collateral, or otherwise in respect thereof, such Pledgor shall accept the same as the agent of the Administrative Agent and shall hold the same in trust for the Administrative Agent and the Secured Parties in the exact form received, and shall immediately deliver same to the Administrative Agent together with a duly executed stock power of attorney or similar transfer form constituting an effective endorsement in favour of the Administrative Agent or as the Administrative Agent may direct, as applicable.

- (d) If and to the extent any of the Pledged Securities are or become uncertificated, the applicable Pledgor shall enter into and cause the issuer thereof to enter into such custodial, control or other similar agreements as the Administrative Agent reasonably requires in order to ensure that the Administrative Agent has control (as such term is used in the STA and the PPSA) of such Pledged Uncertificated Securities.
- (e) At the election of the Administrative Agent and immediately upon written notice being provided by the Administrative Agent to any applicable Pledgor, such Pledgor shall take all action required to permit the Pledged Collateral to be transferred into and registered in the name of the Administrative Agent or as it may direct. Each Pledgor covenants that, at the time of any such transfer, it will make all reasonable efforts to provide all required consents and approvals and cause the issuer of the Pledged Collateral or any applicable securities intermediary, as the case may be, to make appropriate notations on its share register or in the relevant securities account.

1.6 Care and Custody of Pledged Collateral - The Administrative Agent is not required to see to the collection of dividends on, or exercise any option or right in connection with the Pledged Collateral and need not protect or preserve it from depreciating in value or becoming worthless and is released from all responsibility for any loss of value to the Pledged Collateral so long as any loss of value is not a direct or indirect result of the Administrative Agent's gross negligence or wilful misconduct. The Administrative Agent is bound to exercise in the physical keeping of the Pledged Collateral only the same degree of care as it would exercise with respect to its own securities kept at the same place, but with not less than reasonable care.

1.7 Absence of Fiduciary Relationship - No implied agreements, covenants or obligations on the part of the Administrative Agent or any of the Secured Parties with respect to any Pledgor or an issuer of any of the Pledged Collateral are to be read into this Agreement against the Administrative Agent or any of the Secured Parties. Neither the Administrative Agent nor any Secured Party owes any fiduciary duty to any Pledgor or any such issuer.

1.8 Representations and Warranties of the Pledgors - Each Pledgor represents and warrants that:

- (a) it is the registered, legal and beneficial owner of its Pledged Collateral;

- (b) its Pledged Collateral is free and clear of all liens, mortgages, charges and security interests whatsoever other than Permitted Encumbrances;
- (c) its Pledged Securities have been issued to it and are fully paid and non-assessable;
- (d) no Person other than the Administrative Agent has control or possession or has the right to obtain control or possession of any of its Pledged Collateral;
- (e) no Person has any option, warrant, call, commitment, conversion, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement to acquire any right or interest in its Pledged Collateral;
- (f) other than as disclosed in the Credit Agreement, the schedules attached thereto, the Guaranty and Security Agreement and the schedules attached thereto, there are no restrictions on the voting rights associated with, or upon the transfer of, any of its Pledged Collateral, other than the requirement of the directors of each applicable Issuer to consent to a transfer of such Pledged Collateral; and
- (g) other than as disclosed in the Credit Agreement, the schedules attached thereto, the Guaranty and Security Agreement and the schedules attached thereto, neither it, nor any of the issuers of any of its Pledged Collateral, are bound by or are a party to any shareholder agreement or declaration relating to such Pledged Collateral.

1.9 Covenants of the Pledgors and Issuers

- (a) No Pledgor shall cause or permit any Person other than the Administrative Agent to have control or possession of any part of the Pledged Collateral.
- (b) No Pledgor shall sell, exchange, release or abandon or otherwise dispose of directly or indirectly, absolutely or by way of security, any of its right, title or interest in and to the Pledged Collateral, other than as permitted under the Credit Agreement or the Guaranty and Security Agreement.
- (c) In the case of each Pledgor which is an Issuer, and each other Issuer that executes the Acknowledgment and Consent in the form of Schedule "B" (which the applicable Pledgor shall use its commercially reasonable efforts to obtain from each such other Issuer), such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, and (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Sections 1.4 and 1.10 with respect to the Pledged Securities issued by it.
- (d) If any Pledgor acquires any Pledged Securities after executing this Agreement, it shall execute a Supplement to this Agreement in the form of Schedule "C" (each a "**Canadian Pledge Supplement**") with respect to such Pledged Securities and deliver such

Supplement to the Administrative Agent promptly thereafter.

1.10 Rights of the Pledgors

- (a) Until the Security Interest becomes enforceable, each Pledgor shall be entitled to give consents, ratifications or waivers, make entitlement orders, exercise all rights of conversion or other similar rights with respect to its Pledged Collateral and receive all dividends and other money or property relating to or in respect of its Pledged Collateral. Whenever the Security Interest becomes enforceable, all rights of each Pledgor to vote, make entitlement orders, give consents, ratifications or waivers, exercise any other rights or receive dividends or other money or properties will cease and all such rights will become vested solely and absolutely in the Administrative Agent, for and on behalf of the Secured Parties.
- (b) Any dividends received by any Pledgor contrary to Section 1.10 or any other moneys or property which may be received by any Pledgor at any time for, or in respect of, the Pledged Collateral contrary to Section 1.10, are received by such Pledgor as trustee for the Administrative Agent and the Secured Parties and will be immediately paid over to the Administrative Agent.
- (c) In order to permit the Administrative Agent to exercise the voting and other consensual rights which it may be entitled to exercise hereunder and to receive all dividends and other distributions which it may be entitled to receive under this Section 1.10, each Pledgor shall promptly execute and deliver (or cause to be executed and delivered) to the Administrative Agent all such proxies, dividend payment orders and other instruments as the Administrative Agent may from time to time reasonably request.

2. SECURITY

2.1 Enforcement - The Security Interest shall be and become enforceable against each Pledgor upon the occurrence and during the continuance of an Event of Default.

2.2 Remedies - Whenever the Security Interest becomes enforceable, the Administrative Agent may, at any time in its sole discretion:

- (a) enforce its rights by any action, suit, remedy or proceedings authorized or permitted by the Credit Agreement or by law or equity and may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have its claims filed in any bankruptcy, insolvency, winding-up or other judicial proceedings relating to any Pledgor;
- (b) realize upon or otherwise dispose of or contract to dispose of any of the Pledged Collateral by sale, transfer or delivery;
- (c) obtain possession of the Pledged Collateral which it does not already hold, by any method permitted by law;

- (d) notify any parties obligated in respect of any proceeds of the Pledged Collateral to make payment thereof to the Administrative Agent;
- (e) exchange at its discretion any and all of the Pledged Collateral upon the merger, amalgamation, consolidation, reorganization, recapitalization or other readjustment of any issuer thereof, or upon the exercise by any issuer of any right, privilege or option pertaining to any of the Pledged Collateral, and in connection therewith, to deposit and deliver or direct the sale or other disposition of any of the Pledged Collateral with any committee, depository, securities intermediary, clearing house, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine, all without liability except to account for property actually received by it; and
- (f) exercise and enforce all other rights and remedies of a holder of the Pledged Collateral as if the Administrative Agent were the absolute owner thereof (including, if necessary, causing the Pledged Collateral to be registered in the name of the Administrative Agent or its nominee if not already done), all without demand of performance or other demand, advertisement or notice of any kind to or upon the Pledgor (except as may be required by law).

Any remedy may be exercised separately or in combination and is in addition to, and not in substitution for, any other rights the Administrative Agent may have, however created. The Administrative Agent shall not be bound to exercise any right or remedy, and the exercise of rights and remedies is without prejudice to the rights of the Administrative Agent in respect of the Obligations including the right to claim for any deficiency. All of the Administrative Agent's foregoing rights may be enforced by the Administrative Agent without the possession of any of the Pledged Collateral or the production thereof on the trial or other proceedings relating thereto.

2.3 Standards of Sale - Without prejudice to the ability of the Administrative Agent to dispose of the Pledged Collateral in any manner which is commercially reasonable, each Pledgor acknowledges that a disposition of Pledged Collateral by the Administrative Agent which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

- (a) Pledged Collateral may be disposed of in whole or in part;
- (b) Pledged Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (c) any assignee of such Pledged Collateral may be the Administrative Agent, any other Secured Party or a customer of such Person;
- (d) any sale conducted by the Administrative Agent shall be at such time and place, on such notice and in accordance with such procedures as the Administrative Agent, in its sole discretion, may deem advantageous;

- (e) Pledged Collateral may be disposed of in any manner necessary to avoid violation of applicable law (including, without limitation, compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that the prospective bidders and purchasers have certain qualifications, and restrict the prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of the Pledged Collateral) or in order to obtain any required approval of the disposition (or of the resulting purchase) by any governmental or regulatory authority or official;
- (f) the Administrative Agent may establish an upset or reserve bid or price in respect of the Pledged Collateral; and
- (g) a disposition of the Pledged Collateral may be on such terms and conditions as to credit or otherwise as the Administrative Agent, in its sole discretion, may deem advantageous.

2.4 Acknowledgement re: No Public Sale - Each Pledgor acknowledges that the Administrative Agent may be unable to effect a public sale of any or all of its Pledged Collateral by reason of certain prohibitions contained in the applicable securities laws or otherwise, but may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Pledged Collateral for their own account for investment and not with a view to the distribution or resale thereof. Any such private sale may result in prices and other terms less favourable than if such sale were a public sale and, notwithstanding such circumstances, each Pledgor agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of it being a private sale. The Administrative Agent shall be under no obligation to delay a sale of the Pledged Collateral for the period of time necessary to permit the issuer to register such Pledged Collateral for public sale under the applicable securities laws, or otherwise, even if the issuer would agree to do so.

2.5 Dealing with the Pledged Collateral

- (a) The Administrative Agent is not obliged to exhaust their recourse against any Pledgor or any other Person or against any other security they may hold in respect of the Obligations before realizing upon or otherwise dealing with the Pledged Collateral in such manner as the Administrative Agent may consider desirable.
- (b) The Administrative Agent and the Secured Parties may grant extensions or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with any Pledgor and with other Persons, sureties or security as they may see fit without prejudice to the Obligations, the liability of such Pledgor, any other Pledgor or the rights of the Administrative Agent and the Secured Parties in respect of the Pledged Collateral.
- (c) The Administrative Agent is not (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Pledged Collateral, (ii) bound to institute proceedings

for the purpose of collecting, enforcing, realizing or obtaining payment of the Pledged Collateral or for the purpose of preserving any rights of any Persons, (iii) responsible for any loss occasioned by any sale or other dealing with the Pledged Collateral done in accordance with this Agreement or by the retention of or failure to sell or otherwise deal with the Pledged Collateral or (iv) bound to protect the Pledged Collateral from depreciating in value or becoming worthless.

2.6 Appointment of Attorney - Each Pledgor irrevocably appoints the Administrative Agent (and any of its officers) as attorney of such Pledgor (with full power of substitution) to do, make and execute in the name of and on behalf of such Pledgor all such further acts, documents, matters and things which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement including the execution, endorsement and delivery and transfer of the Pledged Collateral to the Administrative Agent or its nominees, assignees or transferees. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent and its nominees, assignees and transferees are empowered to exercise all rights and powers and to perform all acts of ownership with respect to the Pledged Collateral to the same extent as each Pledgor might do. The powers of attorney herein granted are in addition to, and not in substitution for, any stock power of attorney delivered by any Pledgor and such power of attorney may be relied upon by the Administrative Agent severally or in combination. All acts of the attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing in connection therewith, except to the extent caused directly or indirectly by its own gross negligence or wilful misconduct. This appointment and power of substitution, being coupled with an interest, are irrevocable and shall not terminate upon the bankruptcy, dissolution, winding up or insolvency of any Pledgor.

2.7 Dealings by Third Parties

- (a) No Person dealing with the Administrative Agent or any agent or receiver is required to determine (i) whether the Security Interest has become enforceable, (ii) whether the powers which such Person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Administrative Agent or the Lenders by the Pledgor, (v) the propriety or regularity of any sale or other dealing by the Administrative Agent with the Pledged Collateral or (vi) how any money paid to the Administrative Agent or the Secured Parties has been applied.
- (b) Any purchaser of Pledged Collateral from the Administrative Agent or the Secured Parties shall hold the Pledged Collateral absolutely, free from any claim or right of whatever kind, including any equity of redemption, of any Pledgor, which each Pledgor specifically waives (to the fullest extent permitted by law) as against any such purchaser and all rights of redemption, stay or appraisal which such Pledgor has or may have under any rule of law or statute now existing or hereafter adopted.

2.8 Application of Proceeds - Any and all moneys realized by the Administrative Agent, whether pursuant to this Agreement or otherwise, may be applied by the Administrative Agent to such part of the Obligations as the Administrative Agent in its sole discretion determines. The Administrative Agent shall at all times and from time to time have the right to change the

applications so made.

2.9 Pledgors Liable for Deficiency - Each Pledgor shall remain liable to the Administrative Agent and the Secured Parties for any deficiency after the proceeds of any sale or other disposition of the Pledged Collateral are received by the Administrative Agent.

3. GENERAL

3.1 Other Usages - References to “**this Agreement**”, “**hereof**”, “**herein**” “**hereto**” and like references refer to this Canadian Securities Pledge Agreement, as the same may be amended, modified, supplemented or replaced from time to time, and not to any particular Section or other subdivision of this Agreement. A reference in this Agreement to another agreement refers to that other agreement as it may be amended, modified, supplemented, restated or replaced from time to time. A reference in this Agreement to a statute refers to that statute as it may be amended and to any restated or successor legislation of comparable effect.

3.2 Additional Pledgors - Each Person that is required to become a party to this Agreement pursuant to the terms of the Credit Agreement and is not a signatory hereto shall become a Pledgor for all purposes of this Agreement upon execution and delivery by such Person of a Canadian Pledge Assumption and Joinder Agreement in the form attached hereto as Schedule “D” (each a “**Canadian Pledge Joinder**”).

3.3 Payment of Expenses, Indemnities

- (a) Each Pledgor agrees to pay or promptly reimburse the Administrative Agent and each other Secured Party for all advances, charges, costs and expenses (including all costs and expenses of holding, preparing for sale and selling, collecting or otherwise realizing upon the Pledged Collateral and all attorneys’ fees, legal expenses and court costs) incurred by any Secured Party in connection with the exercise of its respective rights and remedies hereunder, including any advances, charges, costs and expenses that may be incurred in any effort to enforce any of the provisions of this Agreement or any obligation of any Pledgor in respect of the Pledged Collateral or in connection with (i) the preservation of the Lien of, or the rights of the Administrative Agent or any other Secured Party under, this Agreement, (ii) any actual or attempted sale, lease, disposition, exchange, collection, compromise, settlement or other realization in respect of, or care of, the Pledged Collateral, including all such costs and expenses incurred in any bankruptcy, reorganization, workout or other similar proceeding, or (iii) otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Pledgor is a party
- (b) Each Pledgor agrees to pay, and to save the Administrative Agent and the other Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including court costs and attorneys’ fees and any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the

Pledged Collateral or in connection with any of the transactions contemplated by this Agreement) incurred because of, incident to, or with respect to the Pledged Collateral (including any exercise of rights or remedies in connection therewith) or the execution, delivery, enforcement, performance or administration of this Agreement, to the extent the Borrower would be required to do so pursuant to the Credit Agreement.

- (c) All amounts for which any Pledgor is liable pursuant to this Section shall be due and payable by such Pledgor to the Administrative Agent or any Secured Party upon demand.

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

3.5 Survival - The obligations of the parties under Section 3.3 shall survive payment in full of the Obligations. To the extent that any payments on the Obligations or proceeds of any Pledged Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, Pledgor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then, to such extent, the Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the other Secured Parties' Liens, security interests, rights, powers and remedies under this Agreement and each other applicable Loan Document shall continue in full force and effect. In such event, each applicable Loan Document shall be automatically reinstated and each Pledgor shall take such action as may be reasonably requested by the Administrative Agent and the other Secured Parties to effect such reinstatement.

3.6 Governing Law - This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

3.7 Submission to Jurisdiction - Each Pledgor irrevocably attorns and submits to the exclusive jurisdiction of any court of competent jurisdiction of the Province of Ontario sitting in Toronto, Ontario in any action or proceeding arising out of or relating to this Agreement. Each Pledgor irrevocably waives objection to the venue of any action or proceeding in such court or that such court provides an inconvenient forum. Nothing in this Section 3.7 limits the right of the Administrative Agent to bring proceedings against any Pledgor in the courts of any other jurisdiction.

3.8 Amendments; Waivers; Cumulative Remedies

- (a) No amendment of any provision of this Agreement, or any consent to any departure by any Pledgor from such provision, is effective unless in writing and approved by the Administrative Agent. Any amendment or consent is effective only in the specific

instance and for the specific purpose for which it was given.

- (b) No delay or omission by the Administrative Agent, at any time or times, to require strict performance by any Pledgor of any provision of this Agreement shall waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith. Any suspension or waiver of an Event of Default shall not suspend, waive or affect any other Event of Default, whether the same is prior or subsequent thereto and whether the same or of a different type.
- (c) A waiver by the Administrative Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent would otherwise have on any other or future occasion.
- (d) The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

3.9 Acknowledgements

- (a) Each Pledgor hereby acknowledges that:
 - (i) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;
 - (ii) neither the Administrative Agent nor any other Secured Party has any fiduciary relationship with or duty to any Pledgor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Pledgors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of Pledgor and creditor; and
 - (iii) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Pledgors and the Secured Parties.
- (b) Each Pledgor specifically agrees that it has a duty to read this Agreement and the other Loan Documents to which it is a party and agrees that it is charged with notice and knowledge of the terms of this Agreement and the other Loan Documents to which it is a party; that it has in fact read this Agreement and the other Loan Documents to which it is a party and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement and the other Loan Documents to which it is a party; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Agreement and the other Loan Documents to which it is party; and has received the advice of its attorney in entering into this Agreement and the other Loan Documents to which it is a party; and that it recognizes that certain of the terms of this Agreement and other Loan Documents to which it is a party result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability.

Each Pledgor agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Agreement or the other Loan Documents to which it is a party on the basis that such Pledgor had no notice or knowledge of such provision or that the provision is not "conspicuous".

(c) Each Pledgor warrants and agrees that each of the waivers and consents set forth in this Agreement are made voluntarily and unconditionally after consultation with outside legal counsel and with full knowledge of their significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which such Pledgor otherwise may have against any other Pledgor, the Administrative Agent, the other Secured Parties or any other Person or against any Pledged Collateral. If, notwithstanding the intent of the parties that the terms of this Agreement shall control in any and all circumstances, any such waivers or consents are determined to be unenforceable under applicable law, such waivers and consents shall be effective to the maximum extent permitted by law.

3.10 Further Assurances

- (a) Each Pledgor shall from time to time, whether before or after the Security Interest has become enforceable, do all acts and things and execute and deliver all transfers, assignments and instruments as the Administrative Agent may reasonably require for (i) protecting the Pledged Collateral, (ii) perfecting the Security Interest, (iii) obtaining control and/or possession of the Pledged Collateral, (iv) exercising all powers, authorities and discretions hereby conferred upon the Administrative Agent, and (v) otherwise enabling the Administrative Agent to obtain the full benefits of this Agreement and the rights and powers herein guaranteed. Each Pledgor shall, from time to time after the Security Interest has become enforceable, do all acts and things and execute and deliver all transfers, assignments and instruments as the Administrative Agent may reasonably require for facilitating the sale or other disposition of the Pledged Collateral in connection with its realization.
- (b) Without limiting the generality of the foregoing, the Pledgor shall:
- (i) deliver and pledge to the Administrative Agent any and all chattel paper representing Pledged Collateral duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Administrative Agent;
 - (ii) deliver to the Administrative Agent any and all certificates representing Pledged Collateral that are Pledged Certificated Securities and all other materials as may be required from time to time to provide the Administrative Agent with control over all Pledged Certificated Securities in the manner provided under Section 23 of the STA, and at the request of the Administrative Agent, will cause all Pledged Certificated Securities to be registered in the name of the Administrative Agent or its nominee;

- (iii) deliver to the Administrative Agent any and all such documents, agreements and all other materials as may be required from time to time to provide the Administrative Agent with control over all Pledged Collateral that is an uncertificated security in the manner provided under Section 24 of the STA;
- (iv) deliver to the Administrative Agent any and all such documents, agreements and other materials as may be required from time to time to provide the Administrative Agent with control over all Pledged Collateral that is a security entitlement in the manner provided under Section 25 or 26 of the STA; and
- (v) promptly enter into such control agreements, each in form and substance reasonably satisfactory to the Administrative Agent, as may be required to perfect the security interest created hereby in any and all investment property, and will promptly furnish to the Administrative Agent true and complete copies thereof.

3.11 Set-Off - The Administrative Agent may at any time and from time to time, without notice to the Pledgors or to any other Person, set-off, appropriate and apply any and all deposits, general or special, matured or unmatured, held by or for the benefit of the Pledgors with the Administrative Agent, and any other indebtedness and liability of the Administrative Agent to the Pledgors, matured or unmatured, against and on account of the Obligations when due, in such order of application as the Administrative Agent may from time to time determine.

3.12 Dealings with Others - The Administrative Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, make settlements, grant releases and discharges and otherwise deal with each Pledgor, any debtor of such Pledgors, sureties and other Persons and with the Pledged Collateral and other security as the Administrative Agent sees fit, without prejudice to the liability of any Pledgor to the Administrative Agent or the rights, powers and remedies of the Administrative Agent under this Agreement.

3.13 No Obligation to Advance - Neither the execution nor delivery of this Agreement shall obligate the Administrative Agent or any other Person to advance any funds, or otherwise make or continue to make any credit available, to any Pledgor.

3.14 Perfection of Security - Each Pledgor authorizes the Administrative Agent to file such financing statements and other documents and do such acts, matters and things as the Administrative Agent may consider appropriate to perfect and continue the Security Interest, to protect and preserve the interest of the Administrative Agent in the Pledged Collateral and to realize upon the Security Interest.

3.15 Communication - Any notice required by law or this Agreement to be served upon any of the parties to this Agreement shall be given in accordance with the provisions of the Guaranty and Security Agreement.

3.16 Entire Agreement - This Agreement and the agreements referred to herein constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings,

declarations, representations and undertakings, both written and oral, in respect of the subject matter hereof.

3.17 Successors and Assigns - This Agreement shall be binding on each Pledgor and its successors and shall enure to the benefit of the Administrative Agent and its successors and assigns. This Agreement shall be assignable by the Administrative Agent free of any set-off, counterclaim or equities between any Pledgor and the Administrative Agent, and no Pledgor shall assert against any assignee of the Administrative Agent any claim or defense that the Pledgor has against the Administrative Agent.

3.18 Copy Received – Each Pledgor hereby acknowledges receipt of a copy of this Agreement and a copy of the financing statement/verification statement registered under the PPSA in respect of the Security Interest.

3.19 Paramountcy - In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall prevail and be paramount.

3.20 Representations, Warranties and Covenants in the Guaranty and Security Agreement - Each of the parties hereto hereby agrees that to the extent the subject matter of any representation and warranty and/or covenant contained herein is also addressed in the Guaranty and Security Agreement, the more specific and/or restrictive representation and warranty and/or covenant contained herein shall not be deemed to be in conflict with the less specific and/or restrictive representation and warranty and/or covenant contained in the Guaranty and Security Agreement.

3.21 Number and Gender - In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

3.22 No Merger - This Agreement does not operate by way of merger of any of the Obligations and no judgment recovered by the Administrative Agent or any of the Secured Parties will operate by way of merger of, or in any way affect, the Security Interest, which is in addition to, and not in substitution for, any other security now or hereafter held by the Administrative Agent and/or the Secured Parties in respect of any of the Obligations.

3.23 Time of the Essence – Time shall in all respects be of the essence of this Agreement.

3.24 Counterparts - This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF the Pledgors and the Administrative Agent have executed this Canadian Securities Pledge Agreement on the date first above written.

PLEDGORS:

KEW MEDIA GROUP INC.

By: 

Name: Geoffrey Webb

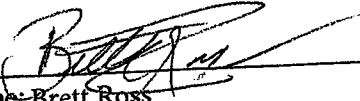
Title: Chief Financial Officer

(Pledgors signature page – Canadian Securities Pledge Agreement)

IN WITNESS WHEREOF the Pledgors and the Administrative Agent have executed this Canadian Securities Pledge Agreement on the date first above written.

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 
Name: Brett Ross
Title: Director

Issuer Acknowledgement and Consent

The undersigned Issuer hereby consents to the pledge of the Pledged Collateral described in the foregoing Canadian Securities Pledge Agreement delivered by Kew Media Group Inc. and others in favour of SunTrust Bank, as Administrative Agent for the Secured Parties, and agrees that (i) it will do all such things as may be reasonably necessary to give effect to such pledge, (ii) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, and (iii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Sections 1.4 and 1.10 with respect to the Pledged Securities issued by it.

Content Media Corporation PLC

By:  _____


Name: Erick Kwak

Title: EVP

Issuer Acknowledgement and Consent

Each of the undersigned Issuers hereby consents to the pledge of the Pledged Collateral described in the foregoing Canadian Securities Pledge Agreement delivered by Kew Media Group Inc. and others in favour of SunTrust Bank, as Administrative Agent for the Secured Parties, and agrees that (i) it will do all such things as may be reasonably necessary to give effect to such pledge, (ii) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, and (iii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Sections 1.4 and 1.10 with respect to the Pledged Securities issued by it.

Architect Films Inc.

By: 
Name: Mike Sheerin
Title: Co CEO

Bristow Global Media Inc.

By: _____
Name:
Title:

Frantic Films Corporation

By: _____
Name:
Title:

Media Headquarters Film & Television Inc.

By: _____
Name:
Title:

Our House Media Inc.

By: _____
Name:
Title:


Issuer Acknowledgement and Consent

Each of the undersigned Issuers hereby consents to the pledge of the Pledged Collateral described in the foregoing Canadian Securities Pledge Agreement delivered by Kew Media Group Inc. and others in favour of SunTrust Bank, as Administrative Agent for the Secured Parties, and agrees that (i) it will do all such things as may be reasonably necessary to give effect to such pledge, (ii) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, and (iii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Sections 1.4 and 1.10 with respect to the Pledged Securities issued by it.

Architect Films Inc.

By: _____
Name:
Title:

Bristow Global Media Inc.

By: 
Name: J. BRISTOW
Title: President + CEO BGM Inc.

Frantic Films Corporation

By: _____
Name:
Title:

Media Headquarters Film & Television Inc.

By: _____
Name:
Title:

Our House Media Inc.

By: _____
Name:
Title:

Issuer Acknowledgement and Consent

Each of the undersigned Issuers hereby consents to the pledge of the Pledged Collateral described in the foregoing Canadian Securities Pledge Agreement delivered by Kew Media Group Inc. and others in favour of SunTrust Bank, as Administrative Agent for the Secured Parties, and agrees that (i) it will do all such things as may be reasonably necessary to give effect to such pledge, (ii) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, and (iii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Sections 1.4 and 1.10 with respect to the Pledged Securities issued by it.

Architect Films Inc.


Bristow Global Media Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

Frantic Films Corporation

Media Headquarters Film & Television Inc.

By: 
Name: Jamie Brown
Title: CEO

By: _____
Name:
Title:

Our House Media Inc.

By: _____
Name:
Title:

Issuer Acknowledgement and Consent

Each of the undersigned Issuers hereby consents to the pledge of the Pledged Collateral described in the foregoing Canadian Securities Pledge Agreement delivered by Kew Media Group Inc. and others in favour of SunTrust Bank, as Administrative Agent for the Secured Parties, and agrees that (i) it will do all such things as may be reasonably necessary to give effect to such pledge, (ii) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, and (iii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Sections 1.4 and 1.10 with respect to the Pledged Securities issued by it.

Architect Films Inc.

By: _____
Name:
Title:

Bristow Global Media Inc.

By: _____
Name:
Title:

Frantic Films Corporation

By: _____
Name:
Title:

Media Headquarters Film & Television Inc.

By: Robert Cohen
Name: Robert Cohen
Title: President / Executive Producer

Our House Media Inc.

By: _____
Name:
Title:

Issuer Acknowledgement and Consent

Each of the undersigned Issuers hereby consents to the pledge of the Pledged Collateral described in the foregoing Canadian Securities Pledge Agreement delivered by Kew Media Group Inc. and others in favour of SunTrust Bank, as Administrative Agent for the Secured Parties, and agrees that (i) it will do all such things as may be reasonably necessary to give effect to such pledge, (ii) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, and (iii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Sections 1.4 and 1.10 with respect to the Pledged Securities issued by it.

Architect Films Inc.

By: _____
Name:
Title:

Bristow Global Media Inc.

By: _____
Name:
Title:


Frantic Films Corporation

By: _____
Name:
Title:

Media Headquarters Film & Television Inc.

By: _____
Name:
Title:

Our House Media Inc.

By:  _____
Name: SIMON LLOYD
Title: CEO

SCHEDULE "A"

Pledged Securities

Issuer	Number and Type of Shares	Holder	Share Certificate Number	Options, Rights, Restrictions applicable to Shares
Content Media Corporation PLC	468,688 Ordinary Shares	Kew Media Group Inc.	A00127	n/a*
Francis Films Corporation	3,487,972 Class A Voting Common Shares	Kew Media Group Inc.	20	n/a*
Bristow Global Media Inc.	925,000 Class A Common Shares	Kew Media Group Inc.	AC-003	n/a*
Bristow Global Media Inc.	825,000 Class A Preference Shares	Kew Media Group Inc.	AP-002	n/a*
Bristow Global Media Inc.	3,500,000 Class F Common Shares	Kew Media Group Inc.	FC-002	n/a*
Bristow Global Media Inc.	1,850,000 Class E Common Shares	Kew Media Group Inc.	EC-002	n/a*
Media Headquarters Film & Television Inc.	1,672,500 Class A Preference Shares	Kew Media Group Inc.	PA-4	n/a*
Media Headquarters Film & Television Inc.	1,672,500 Class B Common Shares	Kew Media Group Inc.	CB-2	n/a*
Our House Media Inc.	35,000 Common Shares	Kew Media Group Inc.	10	n/a*
Our House Media Inc.	100 Class A Preference Shares	Kew Media Group Inc.	CAP-4	n/a*

Issuer	Number and Type of Shares	Holder	Share Certificate Number	Options, Rights, Restrictions applicable to Shares
Our House Media Inc.	100 Class B Preference Shares	Kew Media Group Inc.	CBP-3	n/a*
Our House Media Inc.	100 Class C Preference Shares	Kew Media Group Inc.	CCP-2	n/a*
Our House Media Inc.	100 Class D Preference Shares	Kew Media Group Inc.	CDP-3	n/a*
Our House Media Inc.	213.21 Class G Common Shares	Kew Media Group Inc.	CGC-2	n/a*
Our House Media Inc.	100 Class H Common Shares	Kew Media Group Inc.	CHC-2	n/a*
Architect Films Inc.	100 Common Shares	Kew Media Group Inc.	4	n/a*
Architect Films Inc.	923 Class D Special Shares	Kew Media Group Inc.	D-2	n/a*
Architect Films Inc.	1,000 Class E Special Shares	Kew Media Group Inc.	E-2	n/a*

* The Board of Directors of each Issuer must approve the transfer of any shares.

SCHEDULE "B"**Form of Issuer Acknowledgment and Consent**

The undersigned hereby acknowledges receipt of a copy of the Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement), made by Kew Media Group Inc. and the other Pledgors parties thereto for the benefit of SunTrust Bank, as administrative agent (the "**Administrative Agent**"). The undersigned agrees for the benefit of the Administrative Agent and the Secured Parties defined therein as follows:

1. The undersigned hereby consents to the pledge of the Pledged Collateral described in the Agreement and agrees that (i) it will do all such things as may be reasonably necessary to give effect to such pledge, (ii) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, and (iii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Sections 1.4 and 1.10 of the Agreement with respect to the Pledged Securities issued by it.

2. This Acknowledgment and Consent and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Acknowledgment and Consent and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

[NAME OF ISSUER]

By: _____

Name:

Title:

Address for Notices:

[_____]

[_____]

Attention: [_____]

Telecopy Number: [_____]

SCHEDULE "C"

Form of Canadian Pledge Supplement

**SUPPLEMENT NO. ● TO THE
CANADIAN SECURITIES PLEDGE AGREEMENT DATED AS OF JULY 28, 2017**

FROM: Kew Media Group Inc. (the "**Parent**") and each other Loan Party listed on the signature pages of this Canadian Pledge Supplement (the Parent and such Loan Parties are hereinafter called the "**Pledgors**" and each is a "**Pledgor**")

IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the "**Administrative Agent**") for the Secured Parties

DATED: as of ●, 20●

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "**Credit Agreement**") among Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the "**Borrower**"), the lenders referred to therein (the "**Lenders**") and SunTrust Bank, as administrative agent (in such capacity, the "**Administrative Agent**") and as issuing bank (in such capacity, the "**Issuing Bank**"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "**Guaranty and Security Agreement**") among the Administrative Agent, the Borrower, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations;

C. Each of the Pledgors is a party to a Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Canadian Pledge Agreement**"), relating to certain Pledged Securities and Pledged Collateral;

D. The Pledgors that were originally party to the Canadian Pledge Agreement or any Canadian Pledge Supplements delivered prior to the date hereof have acquired additional Pledged Securities since the date of execution of the Canadian Pledge Agreement and the most recent Canadian Pledge Supplement thereto;

E. The Pledgors that have joined the Canadian Pledge Agreement subsequent to the original

execution thereof, hold certain Pledged Securities which are not yet included under the purview of the Canadian Pledge Agreement or any Canadian Pledge Supplements delivered prior to the date hereof; and

F. Schedule "A" to the Canadian Pledge Agreement, as amended by any Canadian Pledge Supplements delivered prior to the date hereof, does not reflect all Pledged Securities acquired or created by the Pledgors since the date of execution of the Canadian Pledge Agreement and the most recent Canadian Pledge Supplement thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors and the Administrative Agent agree as follows:

1. The Pledged Securities set forth on Schedule 1 hereto are hereby added to Schedule "A" of the Canadian Pledge Agreement, as amended by any Canadian Pledge Supplements delivered prior to the date hereof.
2. The Canadian Pledge Agreement is hereby supplemented, effective as of the date hereof by amending Schedule "A" thereof so as to reflect the addition of all of the Pledged Securities set forth on Schedule 1 hereto.
3. Except as expressly supplemented hereby, the Canadian Pledge Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof.
4. As used in the Canadian Pledge Agreement, the terms "Agreement", "this Agreement", "this Canadian Pledge Agreement", "herein", "hereafter", "hereto", "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Canadian Pledge Agreement as supplemented by this Supplement.
5. Except as expressly supplemented hereby, the Canadian Pledge Agreement and any previously executed Canadian Pledge Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.
6. The execution of this Canadian Pledge Supplement and the addition of the Pledged Securities set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Canadian Pledge Agreement and/or any agreement, amendment or supplement thereto, or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any Pledgor and heretofore filed in any province of Canada or elsewhere.
7. Any provision of this Canadian Pledge Supplement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
8. This Canadian Pledge Supplement and any claims, controversy, dispute or cause of action

(whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Pledge Supplement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

9. This Canadian Pledge Supplement may be executed by one or more of the parties to this Canadian Pledge Supplement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Pledge Supplement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, each of the Pledgors has caused this Canadian Pledge Supplement No. ● to the Canadian Securities Pledge Agreement to be duly executed as of **[insert date of execution]**.

KEW MEDIA GROUP INC.

By: _____
Name:
Title:

[note: please add any applicable additional Pledgors]

SCHEDULE 1

New Pledged Securities

Issuer	Number and Type of Shares	Holder	Share Certificate Number	Options, Rights, Restrictions applicable to Shares
●	●	●	●	●*

* The Board of Directors of each Issuer must approve the transfer of any shares.

SCHEDULE "D"

Form of Canadian Pledge JoinderCANADIAN PLEDGE ASSUMPTION AND JOINDER AGREEMENT
DATED AS OF ●, 20●

FROM: ● (the "Additional Pledgor")

IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent") for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement") among Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the "Borrower"), the other Loan Parties referred to therein, the lenders referred to therein (the "Lenders") and SunTrust Bank, as administrative agent (in such capacity, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Guaranty and Security Agreement") among the Administrative Agent, the Borrower, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations;

C. Each of the Pledgors is a party to a Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the "Canadian Pledge Agreement"), relating to certain Pledged Securities and Pledged Collateral;

D. The Credit Agreement requires the Additional Pledgor to become a party to the Canadian Pledge Agreement; and

E. The Additional Pledgor has agreed to execute and deliver this Canadian Pledge Assumption and Joinder Agreement in order to become a party to the Canadian Pledge Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Pledgor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established

in the Canadian Pledge Agreement shall be applied herein as defined or established in the Canadian Pledge Agreement.

2. By executing and delivering this Canadian Pledge Assumption and Joinder Agreement, the Additional Pledgor, as provided in Section 3.2 of the Canadian Pledge Agreement, hereby becomes a party to the Canadian Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Pledgor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Pledged Collateral now owned or at any time hereafter acquired by such Additional Pledgor to secure all of such Additional Pledgor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedule "A" to the Canadian Pledge Agreement. The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 1.8 of the Canadian Pledge Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Pledge Assumption and Joinder Agreement) as if made on and as of such date.

3. This Canadian Pledge Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Pledge Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

4. This Canadian Pledge Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Pledge Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Pledge Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

[NAME OF ADDITIONAL PLEDGOR]

By: _____
Name:
Title:

Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

SCHEDULE 1

Supplement to Schedule "A" of Canadian Securities Pledge Agreement

TAB 2

This is Exhibit "F-2" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023

Christine M. White

A notary public

THIS DEED is dated 28 July 2017

BETWEEN:

KEW MEDIA GROUP INC. of 672 Dupont Street, Unit 400, Toronto, ON M6G 1Z6 Canada (the “**Chargor**”); and

SUNTRUST BANK, a national banking association with a place of business at 303 Peachtree St., 15th Floor, Atlanta, Georgia 30308 as Administrative Agent for itself, the Issuing Bank and the Lenders (the “**Administrative Agent**”).

BACKGROUND:

- A. The Chargor enters into this deed in connection with the Credit Agreement.
- B. It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 In this Deed:

“**Act**” means the Law of Property Act 1925;

“**Beneficiaries**” means, collectively, the Administrative Agent, the Issuing Bank and the Lenders (and their respective successors and assigns);

“**Company**” means the Company specified in the first column, with the registration number specified in the second column, of the schedule to this Deed;

“**Company Shares**” means all of the shares in the capital of the Company held by the Chargor, from time to time, being, at the date of this Deed, the number of shares specified in the third column of the schedule to this Deed;

“**Credit Agreement**” means a revolving credit agreement dated on or about the date of this Deed between the Borrower referred to therein, the Lenders referred to therein, the Administrative Agent and the Issuing Bank referred to therein (and as further amended, supplemented or otherwise modified, renewed or replaced from time to time);

“**Default Rate**” means the rate calculated in the manner set out in section 9.11(k) of the Credit Agreement;

“**Financial Collateral Regulations**” means the Financial Collateral

Arrangements (No.2) Regulations 2003 (SI 2003/3226);

“Related Rights” means any dividend paid or payable in relation to any Shares and any rights, money or property accruing or offered at any time in relation to any Shares whether by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise;

“Reservations” means the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the limitation on enforcement by laws relating to insolvency, liquidation, reorganisation, court schemes or administration, the time barring of claims under the Limitations Act 1980, the possibility that interest on overdue amounts imposed under any Collateral Document may amount to a penalty and therefore be unenforceable;

“Security Assets” means the Shares and the Related Rights the subject of any security created by this Deed;

“Security Interest” means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect;

“Secured Liabilities” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Credit Parties and/or any of them to the Beneficiaries and/or any of them under each Collateral Document;

“Security Period” means the period beginning on the date of this Deed and ending on the date on which the Administrative Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Commitment of the Lenders under the Credit Agreement has terminated; and

“Shares” means:

- (a) Company Shares; and
 - (b) any other shares, securities and investments in the Company beneficially owned by the Chargor or in which the Chargor has an interest from time to time and then only to the extent of that interest.
- 1.2 (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed;
- (b) If the Administrative Agent considers that an amount paid by the Borrower to the Administrative Agent under a Collateral Document is capable of being avoided or otherwise set aside on liquidation or

administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed.

- (c) A reference in this Deed to assets includes, unless the context otherwise requires, present and future assets.
- (d) Except for a Beneficiary, a person who is not a party to this Deed may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.
- (e) A reference in this Deed to this Deed, the Credit Agreement or any other agreement or document shall be construed as a reference to this Deed, the Credit Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated, substituted or supplemented (and so that any reference to this Deed, the Credit Agreement or such other agreement or document shall include, unless the context otherwise requires, any agreement or document expressed to be supplemental hereto or expressed to be collateral herewith or which is otherwise entered into pursuant to or in accordance with the provisions hereof).
- (f) If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5 (1) of the Perpetuity and Accumulations Act 2009).

2 SECURITY

The Chargor as security for the Secured Liabilities (which the Chargor hereby covenants to pay, perform and discharge) and with full title guarantee charges in favour of the Administrative Agent for the benefit of the Beneficiaries:

- (a) by way of a first fixed charge, the Shares; and
- (b) by way of a first fixed charge, all Related Rights.

3 PRESERVATION OF SECURITY

3.1 Continuing security

The security constituted by this Deed is continuing and shall remain in full force and effect until the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and the Commitment of the Lenders under the Credit Agreement has terminated. The security constituted by this Deed will extend to the ultimate balance of all the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

3.2 Additional security

The security constituted by this Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Administrative Agent or any other Beneficiary for any Secured Liability.

3.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed or prejudice or diminish those obligations in whole or in part including (whether or not known to it or the Administrative Agent or any other Beneficiary):

- (a) any time or waiver granted to, or composition with, the Borrower or other person;
- (b) the release of any other person under the terms of any composition or arrangement with any creditor of the Borrower;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;
- (e) any variation (however fundamental) or replacement of a Collateral Document or any other document or security so that references to that Collateral Document in this deed shall include each variation or replacement;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Collateral Document or any other document or security, to the intent that the Chargor's obligations under this Deed shall remain in full force and effect and be construed accordingly, as if there were no unenforceability, illegality or invalidity; or
- (g) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of the Borrower or any other person under a Collateral Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order so that each

such obligation shall for the purposes of the Chargor's obligations under this Deed be construed as if there were no such circumstance.

3.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Administrative Agent or any other Beneficiary (or, in each case, any trustee or agent on their behalf) to proceed against or enforce any other rights or security or claim payment from any person before enforcing this Deed pursuant to Clause 6 (Enforcement of Security).

3.5 Appropriations

The Administrative Agent (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Administrative Agent (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in any suspense account any moneys received on an enforcement of this Deed without liability to pay interest on those moneys.

3.6 Non-competition

The Chargor shall not at any time during the Security Period, after a claim has been made under this Deed or this Deed becomes enforceable:

- (a) be subrogated to any rights, security or moneys held, received or receivable by the Administrative Agent (or any trustee or agent on its behalf) or be entitled to any right of contribution or indemnity in respect of any action taken, payment made or moneys received on account of the Chargor's liability under this Deed;
- (b) claim, rank, prove or vote as a creditor of the Borrower or their respective estates in competition with the Administrative Agent; or
- (c) receive, claim or have the benefit of any payment, distribution or security from or on account of the Borrower, or exercise any right of set-off as against the Borrower.

Unless the Administrative Agent otherwise directs, the Chargor shall hold in trust for and forthwith pay or transfer to the Administrative Agent any payment or

distribution or benefit of security received by it contrary to this Clause 3.6

3.7 Reinstatement

- (a) Where any discharge (whether in respect of the obligation of the Borrower, this Deed, any other security or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, this security and the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred.
- (b) The Administrative Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and warranties

The Chargor makes the representations and warranties set out in this Clause 4 to the Administrative Agent and the other Beneficiaries.

4.2 Security

This Deed creates (subject to the Reservations) those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

4.3 Security Assets

- (a) The Chargor is the sole beneficial owner of the Security Assets and upon completion of all necessary formalities required to vest legal title of the Shares in the Chargor, shall be the sole legal owner of the Security Assets.
- (b) As at the date of this Deed, the Shares represent the entire issued share capital of the Company.
- (c) There are no agreements, rights or other matters whatsoever which might adversely affect the Security Assets or restrict or inhibit the transfer of any Shares or provide for pre-emption rights or rights of first refusal upon the transfer of any Shares.
- (d) The Security Assets are free from any Security Interest other than the Security Interest created by this Deed save that under the articles of the

Company, the Company has a lien over the Shares issued to its shareholders until such time as the necessary amendments to the articles have been made in accordance with Clause 5.7.

- (e) The Shares are fully paid.
- (f) The Chargor has complied with all notices relating to all or any of the Shares received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- (g) No warning notice has been issued under paragraph 1 (2) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Shares.

4.4 Miscellaneous

- (a) The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Security Assets or any interest in them.
- (b) There is no breach of any law or regulation that materially and adversely affects the Security Assets.
- (c) This deed and the other Collateral Documents to which it is a party, when executed, constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor enforceable in accordance with their respective terms, subject, as to the enforcement of remedies, to the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the limitation on enforcement by laws relating to insolvency, liquidation, reorganisation, court schemes or administration, the time barring of claims under the Limitations Act 1980, the possibility that interest on overdue amounts imposed under any Collateral Document may amount to a penalty and therefore be unenforceable.
- (d) This deed, when executed and delivered, will create and grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) (upon the filing of Forms MR01 with the Registrar of Companies of England and Wales and the giving of notices to debtors) effective security over all and every part of the Security Assets in accordance with its terms subject to claims preferred by statute or by bankruptcy, insolvency or similar laws of general application.

4.5 Times for making representations and warranties

The representations and warranties set out in this Clause 4 are made on the date of this Deed and are deemed to be repeated by the Chargor on each date during the

Security Period with reference to the facts and circumstances then existing.

5 UNDERTAKINGS

5.1 Duration

The undertakings in this Clause 5 remain in force throughout the Security Period.

5.2 Vesting of Legal Title

The Chargor shall procure that Company promptly completes all necessary formalities required to vest legal title of the Shares in the Chargor.

5.3 Deposit of Shares

The Chargor shall:

- (a) deposit with the Administrative Agent, or as the Administrative Agent may direct, all certificates and other documents of title or evidence of ownership in relation to the Shares and each of their Related Rights; and
- (b) execute and deliver to the Administrative Agent all share transfer forms and other documents which may be requested by the Administrative Agent in order to enable the Administrative Agent or its nominees to be registered as the owner or otherwise obtain a legal title to the Shares and their Related Rights.

5.4 Restrictions on dealing

The Chargor shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by this Deed; or
- (b) sell, transfer or otherwise dispose of, any Security Asset; or
- (c) take or permit the taking of any action which may result in the rights attaching to any of the Security Assets being altered, including, without limitation, any subdivision, consolidation, conversion, buy back, cancellation or any other restructuring or further shares in the Company being allotted or issued.

5.5 Calls and other obligations

- (a) The Chargor shall pay all calls and other payments due and payable in respect of any of the Security Assets and if the Chargor fails to do so the

Administrative Agent may pay the calls or other payments on behalf of the Chargor. The Chargor shall forthwith on demand reimburse the Administrative Agent for any payment made by the Administrative Agent pursuant to this paragraph (a) together with interest at the Default Rate from the date of payment by the Administrative Agent up to and including the date of reimbursement by the Chargor.

- (b) The Chargor shall promptly copy the Administrative Agent and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in the articles of association or other constitutional document relating to the Security Assets and if it fails to do so the Administrative Agent may elect to provide such information as it may have on behalf of the Chargor.
- (c) The Chargor shall comply with all other conditions and obligations assumed by it in respect of any of the Security Assets.
- (d) The Administrative Agent is not obliged to carry out any obligation of the Chargor in respect of the Security Assets or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed.

5.6 When Security becomes Enforceable

The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Act, as varied and amended by this Deed, shall be immediately exercisable upon and at any time after the occurrence and during the continuance of an Event of Default. After the security constituted by this Deed has become enforceable, the Administrative Agent may in its absolute discretion enforce all or any part of the security as it sees fit.

5.7 Pre-emption and restrictions on transfer

The Chargor shall obtain all consents, waivers, approvals and permissions that are necessary under the articles of association (or otherwise) of the Company and after it has become the full legal owner of the Company shall procure the amendment of the share transfer provisions in the articles of association (or otherwise) in a manner satisfactory to the Administrative Agent in order to permit the transfer of the Security Assets to the Administrative Agent or its nominee or to a purchaser on enforcement of the security constituted by the Deed.

5.8 The Chargor shall promptly upon receipt send to the Administrative Agent copies

of any material notice, circular, report, accounts and any other documents received by it that relate to the Security Assets and shall promptly notify the Administrative Agent of any action claim notice or demand relating to the Security Assets.

6. ENFORCEMENT OF SECURITY

6.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to the security constituted by this Deed.

6.2 Shares

After the security constituted by this Deed has become enforceable, the Administrative Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and powers or rights which may be exercised by the person or persons in whose name any Share or its Related Rights are registered or who is the holder of any of them or otherwise (including all the powers given to trustees by section 10(3) and (4) of the Trustees Act 1925 as amended by section 9 of the Trustee Investment Act 1961 in respect of securities or property subject to a trust). Until that time, the voting rights, powers and other rights in respect of the Shares shall (if exercisable by the Administrative Agent) be exercised in the manner requested by the Chargor and all dividends or other income paid or payable in relation to any Shares shall be applied in the manner set out in the Collateral Documents.

6.3 Contingencies

If the Administrative Agent enforces the security constituted by this Deed at a time when no amounts are due under the Collateral Documents but at a time when amounts may or will become so due, the Administrative Agent may pay the proceeds of any recoveries effected by it into a suspense account.

6.4 No liability as mortgagee in possession

The Administrative Agent shall not be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable except to the extent that any liability shall be caused by the negligence or wilful misconduct of the Administrative Agent.

6.5 Privileges

The Administrative Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees, except that section 103 of the Act does not apply.

6.6 Protection of purchaser

No person (including a purchaser) dealing with the Administrative Agent or its agent will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable; or
- (b) whether any power which the Administrative Agent is purporting to exercise has become exercisable; or
- (c) whether any money remains due under the Collateral Documents; or
- (d) how any money paid to the Administrative Agent is to be applied.

6.7 Redemption of prior Mortgages

At any time after the security constituted by this Deed has become enforceable, the Administrative Agent may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the account of the prior mortgagee, chargee or encumbrancer and any account settled and passed will be conclusive and binding on the Chargor.

The Chargor shall pay on demand all principal moneys, interest, costs, charges and expenses in connection with redemption and/or transfer under this Clause 6.7

6.8 Financial Collateral

To the extent that any of the Security Assets constitute Financial Collateral (as defined in the Financial Collateral Regulations) and this Deed constitutes a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) the Administrative Agent shall have the right at any time after the security constituted by this deed has become enforceable to appropriate all or any of the Security Assets in or towards payment or discharge of the Secured Liabilities in any order that the Administrative Agent sees fit. The value of any Security Assets appropriated in accordance with this Clause 6.8 shall be

determined by any method that the Administrative Agent may select including independent valuation (which shall be conducted by an independent investment or accountancy firm of national standing) and the Chargor agrees that the method of valuation provided for in the Clause 6.8 is commercially reasonable for the purpose of the Financial Collateral Regulations.

7 APPLICATION OF PROCEEDS

Any money received by the Administrative Agent after the security constituted by this Deed has become enforceable shall (subject to the payment of any claims having priority as a matter of law) be applied in the following order of priority (but without prejudice to the right of any Beneficiaries to recover any shortfall from the Chargor):

- (a) in satisfaction of, or provision for, all costs and expenses incurred by the Administrative Agent under this Deed;
- (b) in or towards payment of the Secured Liabilities (or such part of them as is then due and payable) in the manner set forth in the Credit Agreement; and
- (c) in payment of the surplus (if any) to the Chargor or any other person entitled to it.

8 EXPENSES AND INDEMNITY

The Chargor shall forthwith on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Administrative Agent or any other Beneficiary or any attorney, manager, agent or other person appointed by the Administrative Agent under this Deed and keep each of them indemnified against any failure or delay in paying the same.

9 DELEGATION

The Administrative Agent may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by the Administrative Agent under this Deed. Any such delegation may be made upon the terms (including the power to sub-delegate) and subject to any regulations which the Administrative Agent may think fit. The Administrative Agent will not be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

10 FURTHER ASSURANCES

The Chargor shall, at its own expense, take whatever action the Administrative

Agent may reasonably require for:

- (a) perfecting or protecting the security intended to be created by this Deed over any Security Asset; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Administrative Agent or any of its delegates or sub-delegates in respect of any Security Assets,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Administrative Agent or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Administrative Agent may think expedient.

11 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Administrative Agent and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under Clause 10 (Further Assurances). The Chargor ratifies and confirms whatever any attorney lawfully does or purports to do pursuant to its appointment under this Clause.

12 WAIVERS AND REMEDIES CUMULATIVE

The rights of the Administrative Agent under this Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and are not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

13 MISCELLANEOUS

13.1 Covenant to Pay

The Chargor shall pay or discharge the Secured Liabilities in the manner provided for in the Collateral Documents.

13.2 Tacking

The Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders)

shall perform its obligations under the Collateral Documents.

13.3 New Account

If the Administrative Agent receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent charge or other interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, the Administrative Agent may open a new account with the Chargor. If the Administrative Agent does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Administrative Agent will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security.

13.4 Certificates

A certificate or determination by the Administrative Agent of a rate or amount under the Collateral Documents is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

13.5 Stamp Duties

The Chargor will pay and forthwith indemnify the Administrative Agent against any liability it incurs in respect of any stamp, registration and similar tax which is or becomes payable in connection with the entry into, performance or enforcement of this Deed.

14 CHANGES TO THE PARTIES

14.1 Transfers by the Chargor

The Chargor may not assign, transfer, novate or dispose of its rights and/or obligations under this Deed.

14.2 Transfers by Administrative Agent

The Administrative Agent may assign, transfer, novate or dispose of its rights and/or obligations under this Deed.

15 SEVERABILITY

If a provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the validity or enforceability in that jurisdiction of any other provision of

this Deed; or

- (b) the validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

16 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

17 NOTICES

17.1 Notices

All notices or other communications under or in connection with this Deed shall be given in accordance with Section 10.1 of the Credit Agreement.

17.2 Proceedings

The Chargor irrevocably agrees that any claim form, application notice, writ, summons, order, judgement or other process issued out of the courts of England and Wales in connection with any proceedings in England and Wales may be sufficiently and effectively served on it in connection with such proceedings by service on its registered office.

17.3 Process Agent

The Chargor hereby appoints Content Media Corporation International Limited of 19-21 Heddon Street, London, W1B 4BG (Attention: Rick Kwak) as its process agents for the acceptance of any documents if proceedings are taken against it hereunder and confirms that Content Media Corporation International Limited has accepted such appointment.

18 RELEASE

Upon the expiry of the Security Period (but not otherwise), the Administrative Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from the security constituted by this Deed and, where relevant, re-transfer title to the Security Assets to the Chargor.

19 JURISDICTION

The Chargor agrees that the courts of England are to have non-exclusive jurisdiction to settle all disputes which may arise out of or in connection with this Deed. In addition, the Administrative Agent may take proceedings in respect of any such dispute against the Chargor in any competent court of any competent

jurisdiction and the Chargor submits to the non-exclusive jurisdiction of each such court.

20 GOVERNING LAW

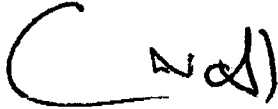
This Deed is governed by English law.

SCHEDULE
THE SHARES

COMPANY	REGISTERED NUMBER	PLEGGED SHARES	PERCENTAGE OWNERSHIP
Content Media Corporation PLC	09362955	478,098 ordinary shares	100%

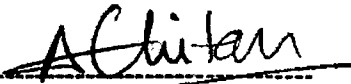
This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

EXECUTED as a deed by)
KEW MEDIA GROUP INC.)
acting by:)



duly authorised signatory

in the presence of:



witness

ANNE CHITAN
Solicitor

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF

EXECUTED as a deed by)
SUNTRUST BANK,)
as Administrative Agent acting by:)

duly authorised signatory

in the presence of:

witness

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

EXECUTED as a deed by)
KEW MEDIA GROUP INC.)
acting by:)

duly authorised signatory

in the presence of:

witness

EXECUTED as a deed by)
SUNTRUST BANK,)
as Administrative Agent acting by:)

Brett Ross
Brett Ross, Director
duly authorised signatory

in the presence of:

Craig Cutro
CRAIG CUTRO, ASSOCIATE
witness

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FORM OF SHARE CHARGE AGREEMENT

DATED:

**KEW MEDIA GROUP INC.,
as Chargor**

in favour of

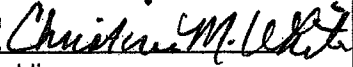
**SUNTRUST BANK
as Administrative Agent**

SHARE CHARGE

TAB 3

This is Exhibit "F-3" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

THIS DEED is dated July 23, 2018

BETWEEN:

Kew Media Group Inc., a company incorporated under the laws of Ontario, Canada whose registered office is situate at 672 Dupont Street, Suite 400, Toronto, ON M6G 1Z6 (the "**Chargor**"); and

SUNTRUST BANK, a national banking association with a place of business at 303 Peachtree St., 15th Floor, Atlanta, Georgia 30308 as Administrative Agent for itself, the Issuing Bank and the Lenders (the "**Administrative Agent**").

BACKGROUND:

- A. The Chargor enters into this deed in connection with the Credit Agreement.
- B. It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 In this Deed:

"**Act**" means the Law of Property Act 1925;

"**Beneficiaries**" means, collectively, the Administrative Agent, the Issuing Bank and the Lenders (and their respective successors and assigns);

"**Company**" means the Company specified in the first column, with the registration number specified in the second column, of the schedule to this Deed;

"**Company Shares**" means all of the shares in the capital of the Company held by the Chargor, from time to time, being, at the date of this Deed, the number of shares specified in the third column of the schedule to this Deed;

"**Credit Agreement**" means a revolving credit agreement dated on or about the date of this Deed between the Borrower referred to therein, the Lenders referred to therein, the Administrative Agent and the Issuing Bank referred to therein (and as further amended, supplemented or otherwise modified, renewed or replaced from time to time);

"**Default Rate**" means the rate calculated in the manner set out in section 9.11(k) of the Credit Agreement;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226)

"Related Rights" means any dividend paid or payable in relation to any Shares and any rights, money or property accruing or offered at any time in relation to any Shares whether by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise;

"Reservations" means the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the limitation on enforcement by laws relating to insolvency, liquidation, reorganisation, court schemes or administration, the time barring of claims under the Limitations Act 1980, the possibility that interest on overdue amounts imposed under any Collateral Document may amount to a penalty and therefore be unenforceable;

"Security Assets" means the Shares and the Related Rights the subject of any security created by this Deed;

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Credit Parties and/or any of them to the Beneficiaries and/or any of them under each Collateral Document;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Administrative Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Commitment of the Lenders under the Credit Agreement has terminated; and

"Shares" means:

- (a) Company Shares; and
 - (b) any other shares, securities and investments in the Company beneficially owned by the Chargor or in which the Chargor has an interest from time to time and then only to the extent of that interest.
- 1.2
- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed;
 - (b) If the Administrative Agent considers that an amount paid by the Borrower to the Administrative Agent under a Collateral Document is

capable of being avoided or otherwise set aside on liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed.

- (c) A reference in this Deed to assets includes, unless the context otherwise requires, present and future assets.
- (d) Except for a Beneficiary, a person who is not a party to this Deed may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.
- (e) A reference in this Deed to this Deed, the Credit Agreement or any other agreement or document shall be construed as a reference to this Deed, the Credit Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated, substituted or supplemented (and so that any reference to this Deed, the Credit Agreement or such other agreement or document shall include, unless the context otherwise requires, any agreement or document expressed to be supplemental hereto or expressed to be collateral herewith or which is otherwise entered into pursuant to or in accordance with the provisions hereof).
- (f) If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5 (1) of the Perpetuity and Accumulations Act 2009).

2 SECURITY

The Chargor as security for the Secured Liabilities (which the Chargor hereby covenants to pay, perform and discharge) and with full title guarantee charges in favour of the Administrative Agent for the benefit of the Beneficiaries:

- (a) by way of a first fixed charge, the Shares; and
- (b) by way of a first fixed charge, all Related Rights.

3 PRESERVATION OF SECURITY

3.1 Continuing security

The security constituted by this Deed is continuing and shall remain in full force and effect until the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and the Commitment of the Lenders under the Credit Agreement has terminated. The security constituted by this Deed will extend to the ultimate balance of all the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

3.2 Additional security

The security constituted by this Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Administrative Agent or any other Beneficiary for any Secured Liability.

3.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed or prejudice or diminish those obligations in whole or in part including (whether or not known to it or the Administrative Agent or any other Beneficiary):

- (a) any time or waiver granted to, or composition with, the Borrower or other person;
- (b) the release of any other person under the terms of any composition or arrangement with any creditor of the Borrower;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;
- (e) any variation (however fundamental) or replacement of a Collateral Document or any other document or security so that references to that Collateral Document in this deed shall include each variation or replacement;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Collateral Document or any other document or security, to the intent that the Chargor's obligations under this Deed shall remain in full force and effect and be construed accordingly, as if there were no unenforceability, illegality or invalidity; or
- (g) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of the Borrower or any other person under a Collateral Document resulting from any insolvency, liquidation or

dissolution proceedings or from any law, regulation or order so that each such obligation shall for the purposes of the Chargor's obligations under this Deed be construed as if there were no such circumstance.

3.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Administrative Agent or any other Beneficiary (or, in each case, any trustee or agent on their behalf) to proceed against or enforce any other rights or security or claim payment from any person before enforcing this Deed pursuant to Clause 6 (Enforcement of Security).

3.5 Appropriations

The Administrative Agent (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Administrative Agent (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in any suspense account any moneys received on an enforcement of this Deed without liability to pay interest on those moneys.

3.6 Non-competition

The Chargor shall not at any time during the Security Period, after a claim has been made under this Deed or this Deed becomes enforceable:

- (a) be subrogated to any rights, security or moneys held, received or receivable by the Administrative Agent (or any trustee or agent on its behalf) or be entitled to any right of contribution or indemnity in respect of any action taken, payment made or moneys received on account of the Chargor's liability under this Deed;
- (b) claim, rank, prove or vote as a creditor of the Borrower or their respective estates in competition with the Administrative Agent; or
- (c) receive, claim or have the benefit of any payment, distribution or security from or on account of the Borrower, or exercise any right of set-off as against the Borrower.

Unless the Administrative Agent otherwise directs, the Chargor shall hold in trust

for and forthwith pay or transfer to the Administrative Agent any payment or distribution or benefit of security received by it contrary to this Clause 3.6

3.7 Reinstatement

- (a) Where any discharge (whether in respect of the obligation of the Borrower, this Deed, any other security or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, this security and the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred.
- (b) The Administrative Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and warranties

The Chargor makes the representations and warranties set out in this Clause 4 to the Administrative Agent and the other Beneficiaries.

4.2 Security

This Deed creates (subject to the Reservations) those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

4.3 Security Assets

- (a) The Chargor is the sole beneficial owner of the Security Assets and upon completion of all necessary formalities required to vest legal title of the Shares in the Chargor, shall be the sole legal owner of the Security Assets.
- (b) As at the date of this Deed, the Shares represent the entire issued share capital of the Company.
- (c) There are no agreements, rights or other matters whatsoever which might adversely affect the Security Assets or restrict or inhibit the transfer of any Shares or provide for pre-emption rights or rights of first refusal upon the transfer of any Shares.
- (d) The Security Assets are free from any Security Interest other than the

Security Interest created by this Deed.

- (e) The Shares are fully paid.
- (f) The Chargor has complied with all notices relating to all or any of the Shares received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- (g) No warning notice has been issued under paragraph 1 (2) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Shares.

4.4 Miscellaneous

- (a) The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Security Assets or any interest in them.
- (b) There is no breach of any law or regulation that materially and adversely affects the Security Assets.
- (c) This deed and the other Collateral Documents to which it is a party, when executed, constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor enforceable in accordance with their respective terms, subject, as to the enforcement of remedies, to the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the limitation on enforcement by laws relating to insolvency, liquidation, reorganisation, court schemes or administration, the time barring of claims under the Limitations Act 1980, the possibility that interest on overdue amounts imposed under any Collateral Document may amount to a penalty and therefore be unenforceable.
- (d) This deed, when executed and delivered, will create and grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) (upon the filing of Forms MR01 with the Registrar of Companies of England and Wales and the giving of notices to debtors) effective security over all and every part of the Security Assets in accordance with its terms subject to claims preferred by statute or by bankruptcy, insolvency or similar laws of general application.
- (e) This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over all and every part of the Security Assets in accordance with its terms.

4.5 Times for making representations and warranties

The representations and warranties set out in this Clause 4 are made on the date of this Deed and are deemed to be repeated by the Chargor on each date during the Security Period with reference to the facts and circumstances then existing.

5 UNDERTAKINGS

5.1 Duration

The undertakings in this Clause 5 remain in force throughout the Security Period.

5.2 Vesting of Legal Title

The Chargor shall promptly complete all necessary formalities required to vest legal title of the Shares in the Chargor.

5.3 Deposit of Shares

The Chargor shall:

- (a) within 10 Business Days of receiving the duly stamped stock transfer form from HM Revenue & Customs deposit with the Administrative Agent, or as the Administrative Agent may direct, all certificates and other documents of title or evidence of ownership in relation to the Shares and each of their Related Rights; and
- (b) on the date of this deed execute and deliver to the Administrative Agent all share transfer forms and other documents which may be requested by the Administrative Agent in order to enable the Administrative Agent or its nominees to be registered as the owner or otherwise obtain a legal title to the Shares and their Related Rights.

5.4 Restrictions on dealing

The Chargor shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by this Deed; or
- (b) sell, transfer or otherwise dispose of, any Security Asset; or
- (c) take or permit the taking of any action which may result in the rights attaching to any of the Security Assets being altered, including, without limitation, any subdivision, consolidation, conversion, buy back, cancellation or any other restructuring or further shares in the Company being allotted or issued.

5.5 Calls and other obligations

- (a) The Chargor shall pay all calls and other payments due and payable in respect of any of the Security Assets and if the Chargor fails to do so the Administrative Agent may pay the calls or other payments on behalf of the Chargor. The Chargor shall forthwith on demand reimburse the Administrative Agent for any payment made by the Administrative Agent pursuant to this paragraph (a) together with interest at the Default Rate from the date of payment by the Administrative Agent up to and including the date of reimbursement by the Chargor.
- (b) The Chargor shall promptly copy the Administrative Agent and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in the articles of association or other constitutional document relating to the Security Assets and if it fails to do so the Administrative Agent may elect to provide such information as it may have on behalf of the Chargor.
- (c) The Chargor shall comply with all other conditions and obligations assumed by it in respect of any of the Security Assets.
- (d) The Administrative Agent is not obliged to carry out any obligation of the Chargor in respect of the Security Assets or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed.

5.6 When Security becomes Enforceable

The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Act, as varied and amended by this Deed, shall be immediately exercisable upon and at any time after the occurrence and during the continuance of an Event of Default. After the security constituted by this Deed has become enforceable, the Administrative Agent may in its absolute discretion enforce all or any part of the security as it sees fit.

5.7 Pre-emption and restrictions on transfer

The Chargor shall obtain all consents, waivers, approvals and permissions that are necessary under the articles of association (or otherwise) of the Company and shall procure the amendment of the share transfer provisions in the articles of association (or otherwise) in a manner satisfactory to the Administrative Agent in

order to permit the transfer of the Security Assets to the Administrative Agent or its nominee or to a purchaser on enforcement of the security constituted by the Deed.

- 5.8 The Chargor shall promptly upon receipt send to the Administrative Agent copies of any material notice, circular, report, accounts and any other documents received by it that relate to the Security Assets and shall promptly notify the Administrative Agent of any action claim notice or demand relating to the Security Assets.

6. ENFORCEMENT OF SECURITY

6.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to the security constituted by this Deed.

6.2 Shares

After the security constituted by this Deed has become enforceable, the Administrative Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and powers or rights which may be exercised by the person or persons in whose name any Share or its Related Rights are registered or who is the holder of any of them or otherwise (including all the powers given to trustees by section 10(3) and (4) of the Trustees Act 1925 as amended by section 9 of the Trustee Investment Act 1961 in respect of securities or property subject to a trust). Until that time, the voting rights, powers and other rights in respect of the Shares shall (if exercisable by the Administrative Agent) be exercised in the manner requested by the Chargor and all dividends or other income paid or payable in relation to any Shares shall be applied in the manner set out in the Collateral Documents.

6.3 Contingencies

If the Administrative Agent enforces the security constituted by this Deed at a time when no amounts are due under the Collateral Documents but at a time when amounts may or will become so due, the Administrative Agent may pay the proceeds of any recoveries effected by it into a suspense account.

6.4 No liability as mortgagee in possession

The Administrative Agent shall not be liable, by reason of entering into

possession of a Security Asset, to account as mortgagee in possession or for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable except to the extent that any liability shall be caused by the negligence or wilful misconduct of the Administrative Agent.

6.5 Privileges

The Administrative Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees, except that section 103 of the Act does not apply.

6.6 Protection of purchaser

No person (including a purchaser) dealing with the Administrative Agent or its agent will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable; or
- (b) whether any power which the Administrative Agent is purporting to exercise has become exercisable; or
- (c) whether any money remains due under the Collateral Documents; or
- (d) how any money paid to the Administrative Agent is to be applied.

6.7 Redemption of prior Mortgages

At any time after the security constituted by this Deed has become enforceable, the Administrative Agent may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the account of the prior mortgagee, chargee or encumbrancer and any account settled and passed will be conclusive and binding on the Chargor.

The Chargor shall pay on demand all principal moneys, interest, costs, charges and expenses in connection with redemption and/or transfer under this Clause 6.7

6.8 Financial Collateral

To the extent that any of the Security Assets constitute Financial Collateral (as defined in the Financial Collateral Regulations) and this Deed constitutes a Security Financial Collateral Arrangement (as defined in the Financial Collateral

Regulations) the Administrative Agent shall have the right at any time after the security constituted by this deed has become enforceable to appropriate all or any of the Security Assets in or towards payment or discharge of the Secured Liabilities in any order that the Administrative Agent sees fit. The value of any Security Assets appropriated in accordance with this Clause 6.8 shall be determined by any method that the Administrative Agent may select including independent valuation (which shall be conducted by an independent investment or accountancy firm of national standing) and the Chargor agrees that the method of valuation provided for in the Clause 6.8 is commercially reasonable for the purpose of the Financial Collateral Regulations.

7 APPLICATION OF PROCEEDS

Any money received by the Administrative Agent after the security constituted by this Deed has become enforceable shall (subject to the payment of any claims having priority as a matter of law) be applied in the following order of priority (but without prejudice to the right of any Beneficiaries to recover any shortfall from the Chargor):

- (a) in satisfaction of, or provision for, all costs and expenses incurred by the Administrative Agent under this Deed;
- (b) in or towards payment of the Secured Liabilities (or such part of them as is then due and payable) in the manner set forth in the Credit Agreement; and
- (c) in payment of the surplus (if any) to the Chargor or any other person entitled to it.

8 EXPENSES AND INDEMNITY

The Chargor shall forthwith on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Administrative Agent or any other Beneficiary or any attorney, manager, agent or other person appointed by the Administrative Agent under this Deed and keep each of them indemnified against any failure or delay in paying the same.

9 DELEGATION

The Administrative Agent may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by the Administrative Agent under this Deed. Any such delegation may be made upon the terms (including the power to sub-delegate) and subject to any regulations which the Administrative Agent may think fit. The Administrative Agent will not be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or

sub-delegate.

10 FURTHER ASSURANCES

The Chargor shall, at its own expense, take whatever action the Administrative Agent may reasonably require for:

- (a) perfecting or protecting the security intended to be created by this Deed over any Security Asset; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Administrative Agent or any of its delegates or sub-delegates in respect of any Security Assets,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Administrative Agent or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Administrative Agent may think expedient.

11 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Administrative Agent and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under Clause 10 (Further Assurances). The Chargor ratifies and confirms whatever any attorney lawfully does or purports to do pursuant to its appointment under this Clause.

12 WAIVERS AND REMEDIES CUMULATIVE

The rights of the Administrative Agent under this Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and are not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

13 MISCELLANEOUS

13.1 Covenant to Pay

The Chargor shall pay or discharge the Secured Liabilities in the manner provided

for in the Collateral Documents.

13.2 Tacking

The Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) shall perform its obligations under the Collateral Documents.

13.3 New Account

If the Administrative Agent receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent charge or other interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, the Administrative Agent may open a new account with the Chargor. If the Administrative Agent does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Administrative Agent will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security.

13.4 Certificates

A certificate or determination by the Administrative Agent of a rate or amount under the Collateral Documents is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

13.5 Stamp Duties

The Chargor will pay and forthwith indemnify the Administrative Agent against any liability it incurs in respect of any stamp, registration and similar tax which is or becomes payable in connection with the entry into, performance or enforcement of this Deed.

14 CHANGES TO THE PARTIES

14.1 Transfers by the Chargor

The Chargor may not assign, transfer, novate or dispose of its rights and/or obligations under this Deed.

14.2 Transfers by Administrative Agent

The Administrative Agent may assign, transfer, novate or dispose of its rights and/or obligations under this Deed.

15 SEVERABILITY

If a provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

16 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

17 NOTICES

17.1 Notices

All notices or other communications under or in connection with this Deed shall be given in accordance with Section 10.1 of the Credit Agreement.

17.2 Proceedings

The Chargor irrevocably agrees that any claim form, application notice, writ, summons, order, judgement or other process issued out of the courts of England and Wales in connection with any proceedings in England and Wales may be sufficiently and effectively served on it in connection with such proceedings by service on its registered office.

18 RELEASE

Upon the expiry of the Security Period (but not otherwise), the Administrative Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from the security constituted by this Deed and, where relevant, re-transfer title to the Security Assets to the Chargor.

19 JURISDICTION

The Chargor agrees that the courts of England are to have non-exclusive jurisdiction to settle all disputes which may arise out of or in connection with this Deed. In addition, the Administrative Agent may take proceedings in respect of any such dispute against the Chargor in any competent court of any competent jurisdiction and the Chargor submits to the non-exclusive jurisdiction of each such court.

20 GOVERNING LAW

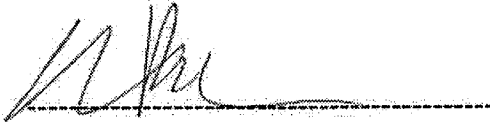
This Deed is governed by English law.

21 AGENT FOR SERVICE OF PROCESS

The Chargor hereby appoints Kew Media International Limited, f/k/a Content Media Corporation International Limited of 19-21 Heddon Street, London, W1B 4BG (Attention: Rick Kwak) as its process agent for the acceptance of any documents if proceedings are taken against it hereunder and confirms that Kew Media International Limited, f/k/a Content Media Corporation International Limited has accepted such appointment.

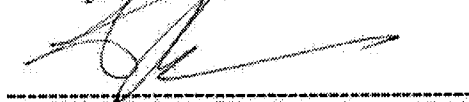
This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

EXECUTED as a deed by)
Kew Media Group Inc.)
acting by:)



Erick Kwak, duly authorised signatory

in the presence of:



witness

EXECUTED as a deed by)
SUNTRUST BANK,)
as Administrative Agent acting by:)

duly authorised signatory

in the presence of:

witness

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

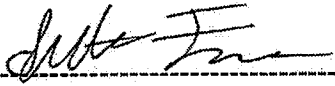
EXECUTED as a deed by)
Kew Media Group Inc.)
acting by:)

Erick Kwak, duly authorised signatory

in the presence of:

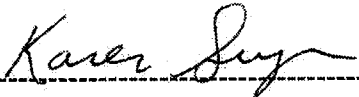
witness

EXECUTED as a deed by)
SUNTRUST BANK,)
as Administrative Agent acting by:)



Sutton Fannon, duly authorised signatory

in the presence of:



witness

SCHEDULE**THE SHARES**

COMPANY	REGISTERED NUMBER	PLEGDED SHARES	PERCENTAGE OWNERSHIP
TCB Media Rights Ltd	08140937	2	100%

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FORM OF SHARE CHARGE AGREEMENT

DATED:

**Kew Media Group Inc.
as Chargor**

in favour of

**SUNTRUST BANK
as Administrative Agent**

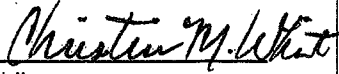
SHARE CHARGE

TAB G

TAB 1

This is Exhibit "G-1" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

**CANADIAN PLEDGE ASSUMPTION AND JOINDER AGREEMENT
DATED AS OF July 23, 2018**

FROM: Architect Films Inc. (the “**Additional Pledgor**”)
IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the other Loan Parties referred to therein, the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations;

C. Each of the Pledgors is a party to a Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Pledge Agreement**”), relating to certain Pledged Securities and Pledged Collateral;

D. The Credit Agreement requires the Additional Pledgor to become a party to the Canadian Pledge Agreement; and

E. The Additional Pledgor has agreed to execute and deliver this Canadian Pledge Assumption and Joinder Agreement in order to become a party to the Canadian Pledge Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Pledgor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Pledge Agreement shall be applied herein as defined or established in the Canadian Pledge Agreement.

2. By executing and delivering this Canadian Pledge Assumption and Joinder Agreement, the Additional Pledgor, as provided in Section 3.2 of the Canadian Pledge Agreement, hereby

becomes a party to the Canadian Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly, assumes all obligations and liabilities of a Pledgor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Pledged Collateral now owned or at any time hereafter acquired by such Additional Pledgor to secure all of such Additional Pledgor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedule "A" to the Canadian Pledge Agreement. The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 1.8 of the Canadian Pledge Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Pledge Assumption and Joinder Agreement) as if made on and as of such date.

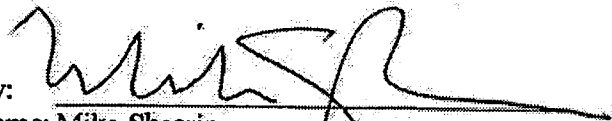
3. This Canadian Pledge Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Pledge Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

4. This Canadian Pledge Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Pledge Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Pledge Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

ARCHITECT FILMS INC.

By: 
Name: Mike Sheerin
Title: Co-Chief Executive Officer

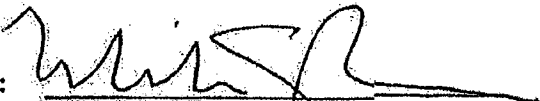
Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

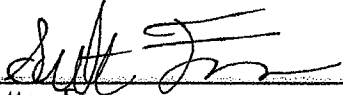
IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

ARCHITECT FILMS INC.

By: 
Name: Mike Sheerin
Title: Co-Chief Executive Officer

Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: 
Name: Sutton Fannon
Title: Director

SCHEDULE 1

New Pledged Securities

Issuer	Number and Type of Shares	Holder	Share Certificate Number	Options, Rights, Restrictions applicable to Shares
AFAmal Inc. ** #1988414	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFFifteen Productions Inc. #2460650	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFFifteen-2 Productions Inc. #2523897	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFFifteen-3 Productions Inc. #2523897	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFFourteen Productions Inc. #2456061	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFFourteen-2 Productions Inc. #2505656	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFSeventeen Productions Inc.	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFSixteen Productions Inc.	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFEighteen Productions Inc.	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFNineteen Productions Inc.	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*

AFSeventeen-2 Productions Inc.	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFSixteen-2 Productions Inc.	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
2646201 Ontario Inc.	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*
AFfifteen-4 Productions Inc.	100 Common	Architect Films Inc.	1	• Standard private company shareholder options, rights and restrictions.*

* The Board of Directors of each Issuer must approve the transfer of any shares.

** AF Amal Inc. #1988414 amalgamated the following corporations on February 1, 2018:

- AFAmal Inc. #1965789
- AFOne-4 Productions Inc. #2361839
- AFSeven-2 Productions Inc. #2361842
- AFSeven-3 Productions Inc. #2392745
- AFNine-2 Productions Inc. #2392210
- AFTen Productions Inc. #2392711
- AFEleven Productions Inc. #2408440
- AFTwelve Productions Inc. #2429274 (formerly Canadian Tools Productions Inc.)

AFAmal Inc. #1965789 amalgamated the following corporations on January 1, 2017:

- AFAmal Inc. #1947148
- AFOne-3 Productions Inc. #2312836
- AFThree-2 Productions Inc. #2293527
- AFSeven Productions Inc. #2312838
- AFEight Productions Inc. #2327009
- AFNine Productions Inc. #2339199

AFAmal Inc. #1947148 amalgamated the following corporations on January 1, 2016:

- AFAmal Inc. #1927084
- AFOne-2 Productions Inc. #2264603

AFAmal Inc. #1927084 amalgamated the following corporations on January 1, 2015:

- AFOne Productions Inc. #2229527
- AFTwo Productions Inc. #224006
- AFThree Productions Inc. #2268660
- AFFour Productions Inc. #2288150
- AFFive Productions Inc. #2298479
- AFSix Productions Inc. #2300854

TAB 2

This is Exhibit "G-2" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023

Christine M. White

A notary public

CANADIAN PLEDGE ASSUMPTION AND JOINDER AGREEMENT
DATED AS OF July 23, 2018

FROM: Bristow Global Media Inc. (the “**Additional Pledgor**”)
IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the other Loan Parties referred to therein, the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations;

C. Each of the Pledgors is a party to a Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Pledge Agreement**”), relating to certain Pledged Securities and Pledged Collateral;

D. The Credit Agreement requires the Additional Pledgor to become a party to the Canadian Pledge Agreement; and

E. The Additional Pledgor has agreed to execute and deliver this Canadian Pledge Assumption and Joinder Agreement in order to become a party to the Canadian Pledge Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Pledgor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Pledge Agreement shall be applied herein as defined or established in the Canadian Pledge Agreement.

2. By executing and delivering this Canadian Pledge Assumption and Joinder Agreement, the Additional Pledgor, as provided in Section 3.2 of the Canadian Pledge Agreement, hereby

becomes a party to the Canadian Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly, assumes all obligations and liabilities of a Pledgor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Pledged Collateral now owned or at any time hereafter acquired by such Additional Pledgor to secure all of such Additional Pledgor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedule "A" to the Canadian Pledge Agreement. The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 1.8 of the Canadian Pledge Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Pledge Assumption and Joinder Agreement) as if made on and as of such date.


3. This Canadian Pledge Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Pledge Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

4. This Canadian Pledge Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Pledge Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Pledge Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

Bristow Global Media Inc.

By: 
Name: Julie Bristow
Title: President


Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

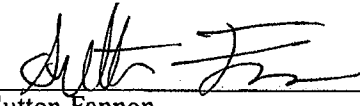
IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

Bristow Global Media Inc.

By: 
Name: Julie Bristow
Title: President

Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: 
Name: Sutton Fannon
Title: Director

SCHEDULE 1

New Pledged Securities

Issuer	Number and Type of Shares	Holder	Share Certificate Number	Options, Rights, Restrictions applicable to Shares
Bristow Global Media "Dayparts" Productions 1 Inc.	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ¹
BGM Stadiums Productions Inc.	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ¹
Pressure Cooker Productions 1 Inc.	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ¹
It's My Party Productions 1 Inc. (f/k/a BGM Productions Inc.)	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ^{1,2,3}
BGM Live Inc. (f/k/a BGM Entertainment Inc.)	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ^{1,3}
Hockey Wives Productions 1 Inc.	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ^{1,3}
Story of Us Productions Inc.	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ^{1,3}
Hockey Wives Productions 2 Inc.	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ^{1,3}
BGM Live 1 Inc.	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ^{1,3}
Bristow Global Media "Dayparts" Productions 2 Inc.	100 Common Shares	Bristow Global Media Inc.	COM-1	Yes ^{1,3}
BGM Live 2 Inc.	100 Common Shares	Bristow Global Media Inc.	C-1	Yes ^{1,3}
Hockey Wives Productions 3 Inc.	100 Common Shares	Bristow Global Media Inc.	C-1	Yes ^{2,4}
Dayparts Productions 4 Inc.	100 Common Shares	Bristow Global Media Inc.	C-1	Yes ^{2,4}
Dayparts Productions 5 Inc.	100 Common Shares	Bristow Global Media Inc.	C-1	Yes ^{2,4}
100 Days Productions Canada Inc.	100 Common Shares	Bristow Global Media Inc.	C-1	Yes ^{2,4}
Haunted Hospitals Productions 1 Inc.	100 Common Shares	Bristow Global Media Inc.	C-1	Yes ^{2,4}
Cleared For Chaos Productions Inc.	100 Common Shares	Bristow Global Media Inc.	C-1	Yes ^{2,4}
Dayparts Productions 6 Inc.	100 Common Shares	Bristow Global Media Inc.	C-1	Yes ^{2,4}
Paranormal 911 Productions 1 Inc.	100 Common Shares	Bristow Global Media Inc.	C-1	Yes ^{2,4}

The Board of Directors of each Issuer must approve the transfer of any shares.

1: Article 8 of the Articles of Incorporation – the issue, transfer of ownership of shares is restricted and the restrictions are as follows: “No securities of the Corporation, other than non-convertible debt securities, if any shall be transferred without either:

- (i) the consent of the board of directors of the Corporation, to be signified by a resolution duly passed at a meeting of the board of directors or by an instrument or instruments signed by all of the directors, which consent may be given either prior or subsequent to the time of transfer of such securities; or
- (ii) the consent of the holders of more than 50% of the outstanding voting shares of the Corporation, to be signified by a resolution duly passed at a meeting of such holders or by an instrument or instruments signed by all of such holders, which consent may be given either prior or subsequent to the time of transfer of such securities.”

2: Article 7 of the Articles of Incorporation adds the following restrictions to common shares:

“(B) The said common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(1) The holder of the common shares shall be entitled to one vote for each common share held at all meetings of the shareholders, except meetings at which only holders of another specified class of shares are entitled to vote.

(2) Subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, the holders of the common shares shall be entitled to receive any dividend declared by the Corporation and to receive the remaining property of the Corporation upon liquidation, dissolution, winding-up or other distribution of assets.”

3: “Article 9 of the Articles of Incorporation – Other Provisions:

(b) The holders of any fractional shares issued by the Corporation shall be entitled to exercise voting rights and to receive dividends in respect of each such fractional share. The foregoing shall only apply if such class of shares is otherwise entitled to exercise voting rights and to receive dividends in accordance with the articles and/or the Business Corporations Act (Ontario).”

4: “Article 8 of the Articles of Incorporation – The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:

The right to transfer shares of the Corporation shall be restricted in that no share shall be transferred without either:

(a) the consent of the directors expressed by a resolution passed by an instrument or instruments in writing signed by a majority of the directors which consent may be given either prior or subsequent to the time of transfer of such shares; or

(b) the consent of the holders of shares of the Corporation representing at least 51% of the votes attaching to all shares of the Corporation for the time being outstanding carrying a voting right either under all circumstances that have occurred and are continuing, expressed by resolution passed by such shareholders, which consent may be given either prior or subsequent to the time of transfer of such shares.”

“Article 9 – Other provisions if any:

(a) The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons, who having been formerly in the employment of the Corporation, were, while in that employment, and have continued after the termination of the employment to be shareholders of the Corporation, is limited to not more than 50, 2 or more persons who are the joint registered owners of 1 or more shares being counted as 1 shareholder;

(b) any invitation to the public to subscribe for securities of the Corporation is prohibited;

(c) the Corporation shall be entitled to a lien on a share registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Corporation; and

(d) the directors may, without authorization of the shareholders, by authentic deed, in particular but without limitation, for the purpose of securing any bonds, debentures or debenture stock which the Corporation is by law entitled to issue, hypothecate, mortgage, pledge, cede or transfer any property, moveable or immovable, present or future which the Corporation may own.”

TAB 3

This is Exhibit "G-3" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

CANADIAN PLEDGE ASSUMPTION AND JOINDER AGREEMENT
DATED AS OF July 23, 2018

FROM: Frantic Films Corporation, Frantic Films Live Action Development Inc., Frantic Films Live Action Productions Inc., Frantic Manitoba Productions Inc. and Frantic Films Ontario Inc. (each, an “**Additional Pledgor**”)

IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the other Loan Parties referred to therein, the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations;

C. Each of the Pledgors is a party to a Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Pledge Agreement**”), relating to certain Pledged Securities and Pledged Collateral;

D. The Credit Agreement requires each Additional Pledgor to become a party to the Canadian Pledge Agreement; and

E. Each Additional Pledgor has agreed to execute and deliver this Canadian Pledge Assumption and Joinder Agreement in order to become a party to the Canadian Pledge Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Additional Pledgor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Pledge Agreement shall be applied herein as defined or established in the Canadian Pledge Agreement.

2. By executing and delivering this Canadian Pledge Assumption and Joinder Agreement, each Additional Pledgor, as provided in Section 3.2 of the Canadian Pledge Agreement, hereby becomes a party to the Canadian Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly, assumes all obligations and liabilities of a Pledgor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Pledged Collateral now owned or at any time hereafter acquired by each such Additional Pledgor to secure all of each such Additional Pledgor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedule "A" to the Canadian Pledge Agreement. Each Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 1.8 of the Canadian Pledge Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Pledge Assumption and Joinder Agreement) as if made on and as of such date.

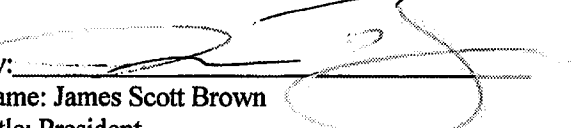
3. This Canadian Pledge Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Pledge Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Manitoba and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

4. This Canadian Pledge Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Pledge Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Pledge Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

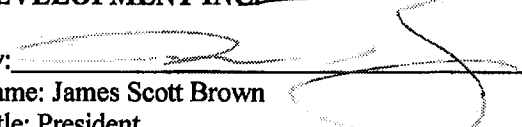
[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

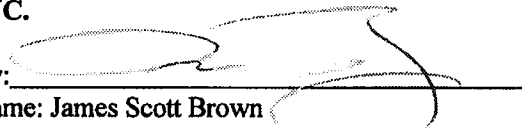
FRANTIC FILMS CORPORATION

By: 
Name: James Scott Brown
Title: President

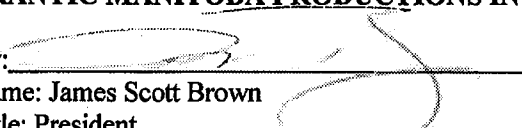
FRANTIC FILMS LIVE ACTION DEVELOPMENT INC.

By: 
Name: James Scott Brown
Title: President

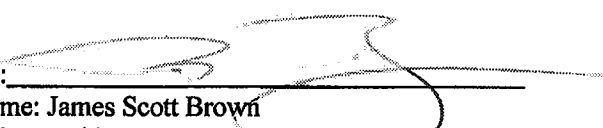
FRANTIC FILMS LIVE ACTION PRODUCTIONS INC.

By: 
Name: James Scott Brown
Title: President

FRANTIC MANITOBA PRODUCTIONS INC.

By: 
Name: James Scott Brown
Title: President

FRANTIC FILMS ONTARIO INC.

By: 
Name: James Scott Brown
Title: President

Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

FRANTIC FILMS CORPORATION

By: [Signature]
Name: James Scott Brown
Title: President

FRANTIC FILMS LIVE ACTION DEVELOPMENT INC.

By: [Signature]
Name: James Scott Brown
Title: President

FRANTIC FILMS LIVE ACTION PRODUCTIONS INC.

By: [Signature]
Name: James Scott Brown
Title: President

FRANTIC MANITOBA PRODUCTIONS INC.

By: [Signature]
Name: James Scott Brown
Title: President

FRANTIC FILMS ONTARIO INC.

By: [Signature]
Name: James Scott Brown
Title: President

Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: [Signature]
Name: Sutton Fannon
Title: Director

SCHEDULE 1

New Pledged Securities

Issuer	Number and Type of Shares	Holder	Share Certificate Number	Options, Rights, Restrictions Applicable to Shares*
Frantic Films Live Action Development Inc.	100 Voting Common	Frantic Films Corporation	2VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Frantic Films Releasing Inc.	100 Voting Common	Frantic Films Corporation	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Frantic Films Live Action Productions Inc.	200 Voting Common	Frantic Films Corporation	1VC & 2VC	The Board of Directors of the Issuer must approve the transfer of any shares.
WCF 2018 Productions Inc.	100 Voting Common	Frantic Films Live Action Development Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
WCF 2017 Productions Inc.	100 Class A Common	Frantic Films Live Action Development Inc.	CA-1	The Board of Directors of the Issuer must approve the transfer of any shares.
Frantic Manitoba Productions Inc.	100 Voting Common	Frantic Films Live Action Development Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
WCF 2016	100 Voting Common	Frantic Films	1VC	The Board of

Productions Inc.		Live Action Development Inc.		Directors of the Issuer must approve the transfer of any shares.
Plain Sight Pilot Productions Inc.	100 Voting Common	Frantic Films Live Action Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Frantic Films Productions Library Inc.	100 Voting Common	Frantic Films Live Action Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Frantic Films Ontario Inc.	100 Common	Frantic Films Live Action Productions Inc.	C-2	The Board of Directors of the Issuer must approve the transfer of any shares.
ABA Productions 2017 Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
ABA Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Frantic Investigations 1 Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Still Standing 2 Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any

				shares.
Still Standing 3 Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Still Standing 4 Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
BYB Productions Manitoba Inc.	100 Class A Common	Frantic Manitoba Productions Inc.	CA-1	The Board of Directors of the Issuer must approve the transfer of any shares.
ABA 2 Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Invisible Light Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Frantic Investigations 2 Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS 4 Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Still Standing 5 Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions	1VC	The Board of Directors of the Issuer must

		Inc.		approve the transfer of any shares.
OAP 2 Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS 2 Productions Manitoba Inc.	100 Class A Common	Frantic Manitoba Productions Inc.	CA-2	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS 3 Productions Manitoba Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
OAP 2 Productions Inc.	100 Common	Frantic Manitoba Productions Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS Productions Ontario Inc.	100 Common	Frantic Manitoba Productions Inc.	C-2	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS 2 Productions Ontario Inc.	100 Common	Frantic Manitoba Productions Inc.	C-2	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS 3	100 Common	Frantic	C-2	The Board of

Productions Ontario Inc.		Manitoba Productions Inc.		Directors of the Issuer must approve the transfer of any shares.
MTP 2 Productions Inc.	100 Voting Common	Frantic Manitoba Productions Inc.	1VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Still Standing 2 Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
ABA Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
BIFISI 2 Productions Inc.	10 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
Frantic Films Productions Library (Ontario) Inc.	1 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
ABA Productions 2017 Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS 4 Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any

				shares.
Still Standing 3 Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
BYB Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
Frantic Digital Productions Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
Still Standing 4 Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
ABA 2 Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
Still Standing 5 Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
OAP 2 Productions Manitoba Inc.	100 Voting Common	Frantic Films Ontario Inc.	2VC	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS Productions Manitoba Inc.	100 Voting Common	Frantic Films Ontario Inc.	2VC	The Board of Directors of the Issuer must

				approve the transfer of any shares.
BVSS 2 Productions Manitoba Inc.	100 Class A Common	Frantic Films Ontario Inc.	CA-1	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS 3 Productions Manitoba Inc.	100 Voting Common	Frantic Films Ontario Inc.	2VC	The Board of Directors of the Issuer must approve the transfer of any shares.
OAP 2 Productions Inc.	100 Common	Frantic Films Ontario Inc.	C-2	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
BVSS 3 Productions Ontario Inc.	100 Common	Frantic Films Ontario Inc.	C-1	The Board of Directors of the Issuer must approve the transfer of any shares.
MTP 2 Productions Inc.	100 Voting Common	Frantic Films Ontario Inc.	2VC	The Board of Directors of the Issuer must approve the transfer of any shares.
Plain Sight Series 1	100 Voting Common	Frantic Films	1VC	The Board of

Productions Inc.		Live Action Productions Inc.		Directors of the Issuer must approve the transfer of any shares.
BYB 2 Productions Manitoba Inc.	100 Voting Common	Frantic Films Live Action Productions Inc.	1VC	Directors of the Issuer must approve the transfer of any shares.
BYB 2 Productions Ontario Inc.	[TBD]	Frantic Films Ontario Inc.	[TBD]	Directors of the Issuer must approve the transfer of any shares.

* The Board of Directors of each Issuer must approve the transfer of any shares.

TAB 4

This is Exhibit "G-4" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

CANADIAN PLEDGE ASSUMPTION AND JOINDER AGREEMENT
DATED AS OF July 23, 2018

FROM: Media Headquarters Film & Television Inc. (the “**Additional Pledgor**”)
IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the other Loan Parties referred to therein, the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations;

C. Each of the Pledgors is a party to a Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Pledge Agreement**”), relating to certain Pledged Securities and Pledged Collateral;

D. The Credit Agreement requires the Additional Pledgor to become a party to the Canadian Pledge Agreement; and

E. The Additional Pledgor has agreed to execute and deliver this Canadian Pledge Assumption and Joinder Agreement in order to become a party to the Canadian Pledge Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Pledgor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Pledge Agreement shall be applied herein as defined or established in the Canadian Pledge Agreement.

2. By executing and delivering this Canadian Pledge Assumption and Joinder Agreement, the Additional Pledgor, as provided in Section 3.2 of the Canadian Pledge Agreement, hereby

becomes a party to the Canadian Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly, assumes all obligations and liabilities of a Pledgor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Pledged Collateral now owned or at any time hereafter acquired by such Additional Pledgor to secure all of such Additional Pledgor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedule "A" to the Canadian Pledge Agreement. The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 1.8 of the Canadian Pledge Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Pledge Assumption and Joinder Agreement) as if made on and as of such date.


3. This Canadian Pledge Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Pledge Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

4. This Canadian Pledge Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Pledge Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Pledge Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

**MEDIA HEADQUARTERS FILM &
TELEVISION INC.**

By: 
Name: Robert Cohen
Title: President


Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

**MEDIA HEADQUARTERS FILM &
TELEVISION INC.**

By: 
Name: Robert Cohen
Title: President

Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: 
Name: Sutton Fannon
Title: Director

SCHEDULE 1

New Pledged Securities

Issuer	Number and Type of Shares	Holder	Share Certificate Number	Options, Rights, Restrictions Applicable to Shares*
MHQ Productions Inc.	100 Common Shares	Media Headquarters Film & Television Inc.	C-1	Non
Figure Productions Inc.	100 Common Shares	Media Headquarters Film & Television Inc.	C-1	Non
CSP Productions Inc.	100 Common Shares	Media Headquarters Film & Television Inc.	C-1	Non
CSP 2 Productions Inc.	100 Common Shares	Media Headquarters Film & Television Inc.	C-1	Non
CSP 3 Productions Inc.	100 Common Shares	Media Headquarters Film & Television Inc.	C-1	Non
CSP 4 Productions Inc.	100 Common Shares	Media Headquarters Film & Television Inc.	C-1	Non
Red Button Productions Inc.	100 Common Shares	Media Headquarters Film & Television Inc.	C-1	Non
The Brigade Inc.	100 Common Shares	Media Headquarters Film & Television Inc.	C-1	Non
Salvage Entertainment Inc.	100 Common Shares	Media Headquarters Film & Television Inc.	C-1	Non

*The transfer of any shares is subject to the consent of either (1) the board of directors (as expressed in a resolution passed in writing by a majority of the directors); or (2) the shareholders holding at least 51% of the voting shares.

TAB 5

This is Exhibit "G-5" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

CANADIAN PLEDGE ASSUMPTION AND JOINDER AGREEMENT
DATED AS OF July 23

FROM: OUR HOUSE MEDIA INC. (the "Additional Pledgor")
IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent") for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement") among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the "Borrower"), the other Loan Parties referred to therein, the lenders referred to therein (the "Lenders") and SunTrust Bank, as administrative agent (in such capacity, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Guaranty and Security Agreement") among the Administrative Agent, the Borrower, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations;

C. Each of the Pledgors is a party to a Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the "Canadian Pledge Agreement"), relating to certain Pledged Securities and Pledged Collateral;

D. The Credit Agreement requires the Additional Pledgor to become a party to the Canadian Pledge Agreement; and

E. The Additional Pledgor has agreed to execute and deliver this Canadian Pledge Assumption and Joinder Agreement in order to become a party to the Canadian Pledge Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Pledgor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Pledge Agreement shall be applied herein as defined or established in the Canadian Pledge Agreement.
2. By executing and delivering this Canadian Pledge Assumption and Joinder Agreement, the Additional Pledgor, as provided in Section 3.2 of the Canadian Pledge Agreement, hereby

becomes a party to the Canadian Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Pledgor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Pledged Collateral now owned or at any time hereafter acquired by such Additional Pledgor to secure all of such Additional Pledgor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedule "A" to the Canadian Pledge Agreement. The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 1.8 of the Canadian Pledge Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Pledge Assumption and Joinder Agreement) as if made on and as of such date.


3. This Canadian Pledge Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Pledge Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

4. This Canadian Pledge Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Pledge Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Pledge Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

OUR HOUSE MEDIA INC.

By:  _____
Name:
Title:

Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

OUR HOUSE MEDIA INC.

By: _____
Name:
Title:



Acknowledged and agreed to as of the date hereof.

SUNTRUST BANK, as Administrative Agent

By: _____
Name: Sutton Fannon
Title: Director

SCHEDULE 1

New Pledged Securities

Issuer	Number and Type of Shares	Holder	Share Certificate Number	Options, Rights, Restrictions applicable to Shares
Our House Media Rights Limited	100 ordinary shares	Our House Media Inc.	N/A	
Backroad Bounty 2 (OHM) Productions Inc.	1 common share	Our House Media Inc.	N/A	*
BAF (OHM) Productions Inc.	100 common shares	Our House Media Inc.	COM-1	*
Born in a Barn (OHM) Productions Inc.	1 common share	Our House Media Inc.	N/A	*
Brawlywood (OHM) Productions Inc.	100 common shares	Our House Media Inc.	COM-1	*
BTV2 (OHM) Productions Inc.	100 common shares	Our House Media Inc.	COM-1	*
Cash in the Cabin (OHM) Productions Inc.	1 common share	Our House Media Inc.	N/A	*
EIAP (OHM) Productions Inc.	1 common share	Our House Media Inc.	COM-1	*
Endless Yard Sale (OHM) Productions Inc.	1 common share	Our House Media Inc.	N/A	*
HCRTO (OHM) Productions Inc.	100 common shares	Our House Media Inc.	COM-1	*
Million Dollar View (OHM) Productions Inc.	1 common share	Our House Media Inc.	N/A	*
Million Dollar View North America (OHM) Productions Inc.	1 common share	Our House Media Inc.	N/A	*
Paranormal Investigators (OHM) Productions Inc.	1 common share	Our House Media Inc.	COM-1	*
Paranormal Survivor (OHM) Productions Inc.	1 common share	Our House Media Inc.	N/A	*
Paranormal Survivor 2 (OHM) Productions Inc.	1 common share	Our House Media Inc.	N/A	*
PS3 (OHM) Productions Inc.	100 common shares	Our House Media Inc.	COM-1	*
PS4 (OHM) Productions Inc.	100 common shares	Our House Media Inc.	COM-1	*
SNOML (OHM) Productions Inc.	100 common shares	Our House Media Inc.	COM-1	*
TYTBAG (OHM) Productions Inc.	100 common shares	Our House Media Inc.	COM-1	*
Untouchable (OHM) Productions Inc.	1 common share	Our House Media Inc.	N/A	*
WTA (OHM) Productions Inc.	100 common shares	Our House Media Inc.	COM-1	*

HCF2 (OHM) Productions Inc.	100 common shares	Our House Media Inc.	Com-1	*
Unboxed CND (OHM) Productions Inc.	100 common shares	Our House Media Inc.	Com-1	*
BOTG2 (OHM) Productions Inc.	100 common shares	Our House Media Inc.	Com-1	*
Unboxed NA (OHM) Productions Inc.	100 common shares	Our House Media Inc.	Com-1	*
MW (OHM) Productions Inc.	[TBD]	Our House Media Inc.	[TBD]	[TBD]
WBM (OHM) Productions Inc.	[TBD]	Our House Media Inc.	[TBD]	[TBD]

*The Board of Directors of each Issuer must approve the transfer of any shares.

TAB 6

This is Exhibit "G-6" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023



A notary public

CANADIAN PLEDGE ASSUMPTION AND JOINDER AGREEMENT
DATED AS OF July 23, 2018

FROM: Sienna Films Inc. (the “**Additional Pledgor**”)
IN FAVOUR OF: SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

WHEREAS:

A. Pursuant to the terms of that certain Revolving Credit Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Credit Agreement**”) among Kew Media International Limited, f/k/a Content Media Corporation International Limited, a company incorporated under the laws of England and Wales, as borrower (the “**Borrower**”), the other Loan Parties referred to therein, the lenders referred to therein (the “**Lenders**”) and SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower;

B. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Borrower, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations;

C. Each of the Pledgors is a party to a Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Pledge Agreement**”), relating to certain Pledged Securities and Pledged Collateral;

D. The Credit Agreement requires the Additional Pledgor to become a party to the Canadian Pledge Agreement; and

E. The Additional Pledgor has agreed to execute and deliver this Canadian Pledge Assumption and Joinder Agreement in order to become a party to the Canadian Pledge Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Pledgor and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Pledge Agreement shall be applied herein as defined or established in the Canadian Pledge Agreement.

2. By executing and delivering this Canadian Pledge Assumption and Joinder Agreement, the Additional Pledgor, as provided in Section 3.2 of the Canadian Pledge Agreement, hereby

becomes a party to the Canadian Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly, assumes all obligations and liabilities of a Pledgor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Pledged Collateral now owned or at any time hereafter acquired by such Additional Pledgor to secure all of such Additional Pledgor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedule "A" to the Canadian Pledge Agreement. The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 1.8 of the Canadian Pledge Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Pledge Assumption and Joinder Agreement) as if made on and as of such date.


3. This Canadian Pledge Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Pledge Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.

4. This Canadian Pledge Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Pledge Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Pledge Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

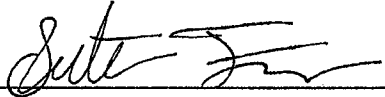
IN WITNESS WHEREOF, the undersigned has caused this Canadian Assumption and Joinder Agreement to be duly executed and delivered as of the date first above written.

SIENNA FILMS INC.

By:  _____
Julia Screny
Co-President

Acknowledged and agreed to as of the date hereof:

SUNTRUST BANK, as Administrative Agent

By:  _____
Name: Sutton Fannon
Title: Director

SCHEDULE 1**Pledged Securities**

Issuer	Number and Type of Shares	Holder	Share Certificate Number	Options, Rights, Restrictions applicable to Shares
Sienna Films Development Inc.	100 Common Shares	Sienna Films Inc.	C-001	NIL (other than the statutory requirement for the corporation's directors to approve any share transfers)
Sienna Films Rights Inc.	80 Common Shares	Sienna Films Inc.	C-001	NIL (other than the statutory requirement for the corporation's directors to approve any share transfers)
Sienna Distribution Inc. (f/k/a New Waterford Girls Ontario Inc., as indicated on the share certificate)	10 Common Shares	Sienna Films Inc.	001	NIL (other than the statutory requirement for the corporation's directors to approve any share transfers)
Sienna Films Productions X Inc.	100 Common Shares	Sienna Films Inc.	C-001	NIL (other than the statutory requirement for the corporation's directors to approve any share transfers)
Sienna Films Productions XIV Inc.	100 Common Shares	Sienna Films Inc.	C-001	NIL (other than the statutory requirement for the corporation's directors to approve any share transfers)
Sienna Films Productions XV Inc.	100 Common Shares	Sienna Films Inc.	C-001	NIL (other than the statutory requirement for the corporation's directors to approve any share transfers)
Sienna Films Productions XVI Inc.	100 Common Shares	Sienna Films Inc.	001	NIL (other than the statutory requirement for the corporation's directors to approve any share

				transfers)
	332,328 Class B Shares	Sienna Films Inc.	002	NIL (other than the statutory requirement for the corporation's directors to approve any share transfers)
Sienna Films Productions XVII Inc.	100 Common Shares	Sienna Films Inc.	C-001	NIL (other than the statutory requirement for the corporation's directors to approve any share transfers)

TAB 7

This is Exhibit "G-7" referred to in the
Affidavit of Juan De Jesus-Caballero sworn before me
this 27th day of February, 2020
in the State of North Carolina – County of Mecklenburg

CHRISTINE M WHITE
Notary Public - North Carolina
Union County
My Commission Expires May 29, 2023

Christine M. White

A notary public

CANADIAN PLEDGE ASSUMPTION AND JOINDER AGREEMENT

FROM: Those subsidiaries of Kew Media Group Inc. listed on Annex A attached hereto (each an “**Additional Pledgor**”)

IN FAVOUR OF: Truist Bank, as successor by merger of SunTrust Bank, as administrative agent (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties

DATED: as of December 31, 2019

WHEREAS:

A. Kew Media International Limited f/k/a Content Media Corporation International Limited (“**KMIL**”), SunTrust Bank, as administrative agent (in such capacity, the “**Administrative Agent**”) and as issuing bank (in such capacity, the “**Issuing Bank**”), and the lenders from time to time party thereto (the “**Lenders**”) entered into that certain Revolving Credit Agreement, dated as of July 28, 2017 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”);

B. KMIL, Kew Media Group Inc. (the “**Parent**”, and, together with KIML, the “**Borrowers**”), the Administrative Agent, and the Lenders entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 23, 2018 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”), which amended and restated the Existing Credit Agreement;

C. Pursuant to a Guaranty and Security Agreement, dated as of July 28, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Guaranty and Security Agreement**”) among the Administrative Agent, the Pledgors and others, each of the Pledgors guaranteed the Guaranteed Obligations;

D. Each of the Pledgors is a party to a Canadian Securities Pledge Agreement, dated as of July 28, 2017 (as the same may hereafter be, amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Canadian Pledge Agreement**”), relating to certain Pledged Securities and Pledged Collateral;

E. The Credit Agreement requires each Additional Pledgor to become a party to the Canadian Pledge Agreement; and


F. Each Additional Pledgor has agreed to execute and deliver this Canadian Pledge Assumption and Joinder Agreement in order to become a party to the Canadian Pledge Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Pledgors and the Administrative Agent agree as follows:

1. Unless otherwise defined herein, terms or matters of construction defined or established in the Canadian Pledge Agreement shall be applied herein as defined or established in the Canadian Pledge Agreement.
2. By executing and delivering this Canadian Pledge Assumption and Joinder Agreement, each Additional Pledgor, as provided in Section 3.2 of the Canadian Pledge Agreement, hereby becomes a party to the Canadian Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Pledgor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Pledged Collateral now owned or at any time hereafter acquired by such Additional Pledgor to secure all of such Additional Pledgor's obligations and liabilities thereunder and under the Guaranty and Security Agreement. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedule "A" to the Canadian Pledge Agreement. Each Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 1.8 of the Canadian Pledge Agreement is true and correct on and as of the date hereof (after giving effect to this Canadian Pledge Assumption and Joinder Agreement) as if made on and as of such date.
3. This Canadian Pledge Assumption and Joinder Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Canadian Pledge Assumption and Joinder Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, as the same may from time to time be in effect, including, where applicable, the PPSA and the STA.
4. This Canadian Pledge Assumption and Joinder Agreement may be executed by one or more of the parties to this Canadian Pledge Assumption and Joinder Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Canadian Pledge Assumption and Joinder Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

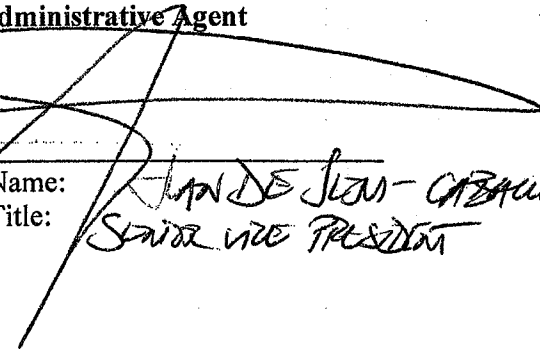
[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Canadian Pledge Assumption and Joinder Agreement to be duly executed and delivered for and on behalf of each of the Additional Pledgors set forth on Annex A attached hereto of the date first above written.

By: 
Name: Rick Kwak
Title: Authorized Signatory

Acknowledged and agreed to as of the date hereof:

**TRUIST BANK, as successor by merger to SunTrust Bank,
as Administrative Agent**

By: 
Name: JUAN DE LEON-CABALLERO
Title: SENIOR VICE PRESIDENT

ANNEX A**Subsidiaries of Kew Media Group Inc.:**

2565936 Ontario Limited
Kew Media International (Canada) Inc.

Subsidiaries of Architect Films Inc.:

2523899 Ontario Inc.
2584492 Ontario Inc.
2646201 Ontario Inc.
AFDev Inc.

Subsidiaries of Bristow Global Media Inc.:

ASD Productions 1 Inc. (formerly ATC 1 Productions Inc.)
BGM Amalco Inc.
BGM Live Inc.
BGM Produces 1 Inc.
Dayparts Productions 6 Inc.
Dayparts Productions 7 Inc.
Haunted Hospitals Productions 1 Inc.
It's My Party Productions 1 Inc.
Story of Us Productions Inc.
Paranormal Nightshift Productions 1 Inc.

Subsidiaries of Frantic Films Corporation:

ABA Productions 2017 Ontario Inc.
Frantic Films Productions Library (Ontario) Inc.
Frantic Investigations 1 Inc.
Frantic Investigations 2 Inc.
Murderous Mistakes Productions Inc.
Plain Sight Pilot Productions Inc.

Subsidiaries of Our House Media Inc.:

BAF (OHM) Productions Inc.

Born in a Barn (OHM) Productions Inc.

BTV2 (OHM) Productions Inc.

UH (OHM) Productions Inc. (formerly KA (OHM) Productions Inc.)

TYTBAG (OHM) Productions Inc.

WTA (OHM) Productions Inc.

Subsidiaries of Sienna Films Inc.:

Sienna Films Development II Inc.

SCHEDULE 1

Supplement to Schedule "A" of Canadian Securities Pledge Agreement

SCHEDULE "A"

Pledged Securities

N/A

TRUIST BANK, AS AGENT

- and -

KEW MEDIA GROUP INC., et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT TORONTO

**APPLICATION RECORD
(returnable February 28, 2020)
VOLUME 2 OF 3**

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Lawyers for the Applicant, Truist Bank, as Agent