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2401-04642

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

Calgary

APPLICANT

ROYAL BANK OF CANADA

RESPONDENTS

SERENDIPITY MEDIA LTD., ANGEL THREE
OF LTD., ASCEND TELEVISION 1 ON.
LTD., COMFORT FOOD 1 ON. LTD., ONE
DREAM 1 ON. LTD. and THE DEVIL MADE
ME DO IT 1 ON. LTD.

DOCUMENT

**ORDER APPROVING FEES AND
ACTIVITIES, DISCHARGE OF RECEIVER,
AND INCREASING RECEIVER'S
BORROWING POWER**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

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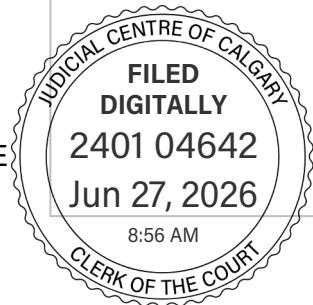
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Lawyer for the Court Appointed Receiver, Grant Thornton Limited
File No.: 137093.1011

Clerk's Stamp



DATE ON WHICH ORDER WAS PRONOUNCED: **June 22, 2026**

LOCATION OF HEARING: **Edmonton Law Courts, Edmonton,
Alberta**

NAME OF JUSTICE WHO GRANTED THIS ORDER: **The Honourable Justice Gill**

UPON THE APPLICATION of Grant Thornton Limited as Court Appointed Receiver in respect of Angel Three of Ltd., Ascend Television 1 ON. Ltd., Comfort Food 1 ON. Ltd., One Dream 1 ON. Ltd., the Devil Made Me Do It 1 ON Ltd. (collectively the "**Borrowers**") and Serendipity Media Ltd. ("**Serendipity**" and collectively with the Borrowers, the "**Debtors**"); **AND UPON** reading the Second Report of the Receiver (the "**Second Report**"), filed, and the Affidavit

of Service of Megan Smith, **AND UPON** hearing counsel for the Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

DEFINITIONS AND INTERPRETATION

1. All capitalised terms not otherwise defined in this Order shall have the definitions set out in the Order of the Honourable Justice M.E. Burns dated April 11, 2024 (the “**Receivership Order**”) granted in these proceedings.

SERVICE

2. Service of notice of this application and supporting materials is hereby declared to be good, timely, and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that time actually given.
3. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

INCREASE TO THE BORROWING LIMIT AND THE RECEIVER'S BORROWING CHARGE

4. The Receiver's borrowing limit as set out in paragraph 25 of the Receivership Order, is hereby amended such that the Receiver shall be at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,00.00.
5. In all other respects the Receivership Order remains amended and in full force and effect. For clarity, and without limiting the generality of the foregoing, it is hereby confirmed that all amounts borrowed by the Receiver, up to principal amount of \$500,000.00 in accordance with paragraph 4 of this Order, shall be secured by the Receiver's Borrowing Charge as set out in the Receivership Order.

APPROVAL OF PROFESSIONAL FEES AND ACTIONS OF THE RECEIVER

6. The professional fees and disbursements of the Receiver and the Receiver's legal counsel, Stikeman Elliott LLP, as set out in the Second Report (“**Second Report**”), are hereby approved without the necessity of a formal passing of their accounts.

7. The Receiver's activities as set out in the Second Report, including the sale of the productions Angel 3, Comfort Food 1, One Dream 1, and Ascend 1 to Andromedia Distribution Inc. as set out in Confidential Appendix "1" to the Second Report.
8. The Statement of Receipts and Disbursements as attached to the Second Report, are hereby ratified and approved.

DISCHARGE OF RECEIVER

9. The Receiver is authorized and directed to complete any tasks or activities necessary to complete the administration of the estate herein.
10. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any in fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.
11. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
12. Upon the Receiver filing with the Clerk of the Court a certificate substantially in the form attached hereto and Appendix "A", confirming that all matters set out in paragraph 9 of this Order have been completed, then the Receiver shall be discharged as Receiver of the Debtors, provided however, that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.

John Gill

Justice of the Court of King's Bench of Alberta

APPENDIX "A"

COURT FILE NUMBER 2401-04642

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE Calgary

APPLICANT ROYAL BANK OF CANADA

RESPONDENTS SERENDIPITY MEDIA LTD., ANGEL THREE OF LTD., ASCEND TELEVISION 1 ON. LTD., COMFORT FOOD 1 ON. LTD., ONE DREAM 1 ON. LTD. and THE DEVIL MADE ME DO IT 1 ON. LTD.

Clerk's Stamp

DOCUMENT

RECEIVER'S DISCHARGE CERTIFICATE

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

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Lawyer for the Court Appointed Receiver, Grant Thornton Limited
File No.: 137093.1011

RECITALS

- A. Pursuant to an Order of the Honourable Justice M.E. Burns of the Court of King's Bench of Alberta (the "Court") dated April 11, 2024 (the "Receivership Order") granted in these proceedings, Grant Thornton Limited ("Grant Thornton") was appointed as the receiver (the "Receiver") of certain assets, undertakings and properties of Serendipity Media Ltd., Angel Three Of Ltd., Ascend Television 1 ON. Ltd., Comfort Food 1 ON. Ltd., One Dream 1 ON. Ltd. and the Devil Made Me Do It 1 ON Ltd.
- B. Pursuant to an Order of the Court dated June 22, 2026 (the "Discharge Order"), Grant Thornton was discharged as Receiver, to be effective upon the filing of a

certificate confirming the completion of all matters set out in paragraph 9 of the Discharge Order, provided that, notwithstanding its discharge:

- a) Grant Thornton shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and
- b) shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.

THE RECEIVER CERTIFIES the following:

1. The remaining matters outstanding to complete the administration of the receivership described in paragraph 9 of the Discharge Order have been completed to the satisfaction of the Receiver.

GRANT THORNTON LIMITED, in its capacity as court-appointed receiver of Serendipity Media Ltd., Angel Three Of Ltd., Ascend Television 1 On. Ltd., Comfort Food 1 On. Ltd., One Dream 1 On. Ltd. and The Devil Made Me Do It 1 On. Ltd. and not in its personal or corporate capacity

Neil Honess
Senior Vice President