

CLERK'S STAMP

COURT FILE NUMBER:

COURT

JUDICIAL CENTRE

APPLICANT

RESPONDENTS

DOCUMENT

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT:

COURT OF KING'S BENCH OF ALBERTA

CALGARY

DINO DELUCA, IN HIS CAPACITY AS HOLDER
REPRESENTATIVE ON BEHALF OF TEAM
CANADA SSM LLC, TRIWEST LOWER MID-
MARKET FUND I, L.P., FORMERLY KNOWN AS
TRIWEST PRIVATE CAPITAL GROWTH FUND, L.P.,
DOUGLAS G. NYHOFF, JAMES R. LITES & CHARLA
KIM SMITH, JOINTLY, AND JOSEPH M. DEPINTO

A PARENT MEDIA CO. INC. AND KIDOODLE, INC.

AFFIDAVIT OF DINO DELUCA

BENNETT JONES LLP

Barristers and Solicitors
4500 Bankers Hall East
855 – 2 Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer, K.C. / Michael Selnes / James
Allan

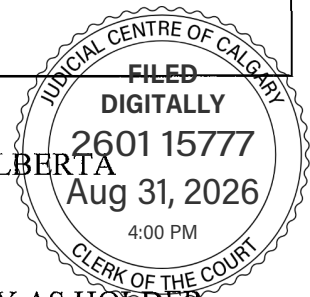
Telephone No.: 403-298-3323 / 403-298-3311 / 780-917-
4290

Fax No.: 403-265-7219

Client File No.: 69190.243

AFFIDAVIT OF DINO DELUCA Sworn on August 29, 2026

I, **DINO DELUCA**, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:



Introduction

1. Pursuant to an Assignment of Holder Representative dated August 25, 2026, I am the Holder Representative on behalf of Team Canada SSM LLC, TriWest Lower Mid-Market Fund I, L.P., formerly known as TriWest Private Capital Growth Fund, L.P., Douglas G. Nyhoff, James R. Lites & Charla Kim Smith, Jointly, and Joseph M. DePinto (collectively, the “**2L Holders**”), being holders of a Senior Secured Second Lien Convertible Note issued by A Parent Media Co. Inc. (“**APMC**”) effective as of June 29, 2026 (the “**2L Note**”).
2. I am also a Partner and the Chief Operating Officer of TriWest Capital Partners. TriWest Capital Partners manages several private equity funds. One of those funds (TriWest Lower Mid-Market Fund I, L.P.) holds a minority equity investment in APMC and, as a 2L Holder, is a secured lender to APMC.
3. As such, I have personal knowledge of the matters hereinafter deposed to, except where stated to be based upon information and belief, in which case I verily believe the same to be true.
4. I am authorized to swear this Affidavit in my capacity as Holder Representative of the 2L Holders.
5. I make this affidavit in support of an application for a receivership order over APMC and over one of its subsidiaries, Kidoodle, Inc. (“**Kidoodle**” and, together with APMC, the “**Respondents**”) and for the appointment of AlixPartners Restructuring, Inc. (“**AlixPartners**”) as receiver and manager of the Respondents. APMC has consented to a receivership order and to the appointment of AlixPartners as receiver and manager.
6. AlixPartners has consented to act as receiver and manager of APMC and Kidoodle. Attached hereto as **Exhibit "1"** is a true copy of a Consent to Act executed by AlixPartners.

The Parties

7. The Respondent, APMC, is a body corporate incorporated pursuant to the laws of the Province of Alberta, with a registered office in Calgary, Alberta and carrying on business in the Province of Alberta, the United States of America (“**USA**”), and elsewhere. Attached hereto as **Exhibit "2"** is a true copy of a corporate search of APMC.

8. As set out on the corporate search of APMC attached hereto as Exhibit "2", the directors of APMC are:

- (a) Joseph DePinto;
- (b) Thomas Greco;
- (c) Neil Gruninger;
- (d) James Lites;
- (e) Doug Nyhoff; and
- (f) Jon Spencer.

9. I am advised by the 2L Holders and do believe that:

- (a) Joseph DePinto, Doug Nyhoff and James Lites are each directors of APMC, and are also 2L Holders (in the case of James Lites, jointly with his spouse, Charla Kim Smith);
- (b) Thomas Greco is a director of APMC. Mr. Greco holds 99% of the shares of Team Canada SSM LLC (the other 1% of the shares are held by Mr. Greco's wife). Team Canada SSM LLC is a 2L Holder and was incorporated for the purpose of acting as a 2L Holder; and
- (c) Jon D. Spencer is the Chief Executive Officer and a director of APMC, and is also a Partner in TriWest Capital Partners. Mr. Spencer was appointed to the board of directors of APMC by TriWest Lower Mid-Market Fund I, L.P.

10. As such, all of the 2L Holders are, directly or indirectly, directors of APMC, and thus have knowledge and information regarding the business and operations of APMC.

11. The Respondent, Kidoodle, is a body corporate incorporated pursuant to the laws of the Province of Alberta, with a registered office in Calgary, Alberta. Kidoodle is a wholly-owned subsidiary of APMC. Attached hereto as **Exhibit "3"** is a true copy of a corporate search of Kidoodle.

12. I am advised by the 2L Holders and do believe that APMC is a technology, media, and streaming company that provides end-to-end streaming, monetization, and digital advertising solutions (programmatic and direct) for brands, content owners, sports organizations, and media companies, enabling live and video-on-demand streaming services across connected TVs, mobile devices, and web platforms.
13. Attached hereto and marked as **Exhibit "4"** is a chart showing the organizational structure of APMC and its subsidiaries, including Kidoodle.
14. Collectively, APMC and its subsidiaries, including Kidoodle ("**APMC Group**") are a group of technology companies that provide end-to-end streaming, monetization, and digital advertising solutions (programmatic and direct) for brands, content owners, sports organizations, and media companies, enabling live and video-on-demand streaming services across connected TVs, mobile devices, and web platforms. APMC's best-known platform is Kidoodle.TV, a children's over-the-top video streaming service, and its professional sports-related streaming offering, Victory+.
15. The APMC Group operates globally in approximately 160 territories and regions (excluding sanctioned/high risk areas). APMC's key markets for its Kidoodle.TV service are Canada, the USA, Brazil, the UK, and Mexico. For the APMC Group's Victory+ service, key markets are Canada, the USA, Mexico, Czechia, and Australia. The majority of sales distribution is in the USA. The APMC Group develops the majority of its software products and technologies in-house, working on top of cloud services provided by Amazon AWS.

The 2L Note and the 2L GSA

16. In or about June 2026, APMC was facing a liquidity crisis, including that it had insufficient funds available on a timely basis to pay payroll which was due as of June 30, 2026.
17. In the face of that liquidity crisis, the 2L Holders agreed to advance funds to APMC on a secured basis, to cover payroll of APMC and to provide funds to permit APMC to otherwise address its liquidity crisis and to continue to carry on business and operations, while APMC explored other restructuring strategies. APMC issued the 2L Note to the 2L Holders on or about June 29, 2026. Attached hereto as **Exhibit "5"** is a true copy of the 2L Note.

18. Pursuant to the 2L Note, on or about June 29, 2026 (the "**Effective Date**"), the 2L Holders each advanced the principal amount of USD \$800,000.00 (the "**Principal Amount**") less an original issue discount of 50% (the "**OID**") to APMC (such net amount, the "**Net Funding Amount**"), for an aggregate Net Funding Amount of USD \$2,000,000.00 and an aggregate Principal Amount of USD \$4,000,000.00.
19. Pursuant to the 2L Note, APMC agreed to repay the full Principal Amount to the 2L Holders on July 31, 2028 (the "**Maturity Date**") unless the Principal Amount is earlier converted or prepaid.
20. In accordance with the provisions of the 2L Note, and pursuant to a General Security Agreement dated as of June 29, 2026 (the "**2L GSA**"), and as security for the payment and performance of all present and future obligations of APMC to the 2L Holders from time to time under the 2L Note, APMC granted to the 2L Holders collectively a general and continuing security interest in and to all of APMC's right, title and interest in and to:
- (a) all present and after-acquired personal property, assets and undertakings of APMC of every kind and nature whatsoever;
 - (b) all Proceeds (as defined in the *Personal Property Security Act*, RSA 2000, c P-7, as amended (the "**PPSA**")) and products of each of the foregoing;
 - (c) all books and records relating to the foregoing, including in any form or medium;
 - (d) all supporting obligations relating to the foregoing; and
 - (e) all additions, accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing;
- (collectively, the "**Collateral**"). Attached hereto as **Exhibit "6"** is a true copy of the 2L GSA.
21. The security interest granted to the 2L Holders pursuant to the 2L GSA is subordinate to the security interest of the Bank of Montreal ("**BMO**") over all present and after-acquired personal

property of APMC. I am advised by the 2L Holders and do believe that APMC owes BMO approximately USD \$3,800,000.00 which is secured against APMC in favour of BMO.

22. The 2L GSA was registered at the Alberta Personal Property Registry pursuant to the PPSA on or about August 26, 2026. Attached hereto as **Exhibit "7"** is a true copy of an Alberta Personal Property Registry search for APMC dated August 26, 2026.
23. I am advised by the 2L Holders and do believe that between June 2025 and April 2026, APMC issued Unsecured Convertible Notes (as amended and extended, the "**3L Notes**") to certain holders (the "**3L Holders**") in the aggregate principal amount of USD \$27,375,000.00, plus interest. Pursuant to a series of amendments and extensions, the maturity date of the 3L Notes ("**3L Maturity Date**") was extended to June 30, 2026.
24. I am advised by the 2L Holders and do believe that APMC had insufficient liquidity available to pay the 3L Notes as of the 3L Maturity Date of June 30, 2026. As such, and in consideration for an extension of the 3L Maturity Date to December 31, 2026, APMC agreed to grant security in favour of the 3L Holders.
25. As is reflected on Exhibit "7", on or about June 29, 2026, pursuant to a General Security Agreement dated as of June 29, 2026 (the "**3L GSA**"), APMC granted a security interest in favour of the 3L Holders in and to all of APMC's right, title and interest in and to the Collateral to secure the payment and performance of all present and future obligations of APMC to each of the 3L Holders from time to time under the 3L Notes in the aggregate principal amount of USD \$27,375,000.00 plus interest. Attached hereto as **Exhibit "8"** is a true copy of the 3L GSA.
26. I am advised by the 2L Holders and do believe that all times, the 2L Holders understood that the 3L Notes (as secured pursuant to the 3L GSA) would be subordinated to the security interest of the 2L Holders.

Event of Default

27. Pursuant to section 7.1(b) of the 2L Note, the occurrence and continuance of a failure by APMC to perform or observe any covenant in Article 6 of the 2L Note constitutes an Event of Default for purposes of the 2L Note.
28. Pursuant to section 6.1(iii) of the 2L Note, APMC covenanted not to create, incur, assume, suffer to exist to otherwise become or remain directly or indirectly liable for any Indebtedness except other secured Indebtedness provided that the Liens securing such Indebtedness subordinated to the Liens securing the 2L Note within 30 days of the incurrence thereof pursuant to a subordination agreement satisfactory to 2L Holders holding more than 50% of the aggregate outstanding Principal Amount of the 2L Note (the "**Required Holders**"), acting reasonably, wherein:
- (a) "**Indebtedness**" is defined to mean (i) all indebtedness of APMC for borrowed money, (ii) all obligations of APMC evidenced by notes, bonds, debentures or other similar instruments and (iii) all guarantees of APMC in respect of all such obligations; and
 - (b) "**Liens**" is defined to mean any security interest, mortgage, debenture, pledge, hypothecation, assignment (as security), lien (statutory or otherwise), charge, consignment, deed of trust, encumbrance, royalty interest, or other security agreement.
29. I am advised by my legal counsel, in my capacity as Holder Representative of the 2L Holders, and do verily believe that as of the date of this my Affidavit, the security interest of the 3L Holders pursuant to the 3L GSA is registered at the Alberta Personal Property Registry in priority to the security interest of the 2L Holders, and that APMC has not entered into a subordination agreement to subordinate the security interest of the 3L Holders to the security interest of the 2L Holders in a form that is satisfactory to the Required Holders, acting reasonably, or at all.
30. As such, as of July 29, 2026, APMC failed to perform a covenant pursuant to section 6.1(iii) of the 2L Note by failing to subordinate the security interest granted by APMC in favour of the 3L Holders to the 2L GSA securing the 2L Note, within 30 days of the incurrence by APMC of the security interest in favour of the 3L Holders pursuant to a subordination agreement

satisfactory to the Required Holders acting reasonably, or at all, which constitutes the occurrence and continuance of an Event of Default under the 2L Note.

31. Pursuant to section 8.1 of the 2L Note, on or after the occurrence of an Event of Default that has not been waived in writing by the Required Holders, the Required Holders may, by written notice to APMC, declare the entire Principal Amount and all other amounts to be payable under the 2L Note to be immediately due and payable, and may exercise any rights or remedies available to the 2L Holders under applicable laws.
32. Pursuant to section 6 of the 2L GSA, an Event of Default exists upon the Required Holders declaring the entire Principal Amount thereof immediately due and payable under section 8.1 of the 2L Note.
33. Upon the occurrence of an Event of Default, section 8 of the 2L GSA permits the Required Holders to realize upon the Collateral and immediately enforce the rights and remedies of the 2L Lenders under the 2L GSA, including but not limited to applying to a court of competent jurisdiction for the appointment of a receiver, manager, interim receiver, or receiver and manager of the Collateral or any part of the Collateral.

The Holder Representative Assignment

34. Pursuant to an Assignment of Holder Representative dated August 25, 2026, and in accordance with the terms of the 2L Note, the Required Holders appointed me as Holder Representative of the 2L Holders, authorizing me to, *inter alia*:
 - (a) give notice of default to APMC pursuant to the 2L Note and the 2L GSA;
 - (b) issue to APMC a Notice of Intention to Enforce Security pursuant to section 244(1) of the BIA;
 - (c) apply to the court for the appointment of a receiver pursuant to the 2L GSA; and
 - (d) all other matters ancillary to the foregoing.

35. Attached hereto as **Exhibit "9"** is a true copy of the Assignment of Holder Representative dated August 25, 2026.

Demand and Notice of Intention to Enforce Security

36. On August 28, 2026, in my capacity as Holder Representative on behalf of the 2L Holders, I issued a demand letter to APMC declaring the Principal Amount to be immediately due and payable and demanding payment of the Principal Amount, and enclosed therewith:

(a) a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"); and

(b) a form of Consent Receivership Order.

37. Attached hereto as **Exhibit "10"** is a true copy of the demand letter and enclosures thereto.

38. APMC has failed or refused to repay the Principal Amount and is in default of its obligations under the 2L Note and the 2L GSA.

39. The demand letter requested that APMC consent to early enforcement of the 2L Holders' security pursuant to section 244(2) of the BIA and to the Consent Receivership Order.

40. On August 28, 2026, APMC returned to me a signed consent to the early enforcement by the 2L Notes of their security interest and the Consent Receivership Order, consented to on behalf of APMC. Attached hereto as **Exhibit "11"** is a true copy of the demand letter with APMC's consent to the early enforcement of the 2L Holders' security. Attached hereto as **Exhibit "12"** is a true copy of a Consent Receivership Order executed on behalf of APMC.

Appointment of a Receiver over APMC

41. APMC is in default of its obligations to the 2L Holders, and the Holder Representative is authorized by the 2L Holders and pursuant to the 2L Note and the 2L GSA to apply to this Honourable Court for the appointment of a receiver and manager over APMC.

42. I am advised by the 2L Holders and do believe that APMC is insolvent. It lacks sufficient liquidity to fund ongoing operations and to meet its obligations as they become due.

43. I am advised by the 2L Holders and do believe that on August 31, 2026, APMC will be terminating all of its employees.
44. In those circumstances, the immediate appointment of a receiver and manager over APMC is just, convenient and necessary to recover and realize upon the Collateral, to protect, preserve and avoid erosion of the 2L Holders' security interests, to supervise and manage the assets of APMC, and to preserve value for the benefit of stakeholders in connection with the orderly liquidation of APMC.
45. As set out above, AlixPartners has consented to act as receiver and manager of APMC. I am advised by Jason Knight, Managing Director at AlixPartners that AlixPartners is a licensed insolvency trustee within the meaning of section 2 of the BIA, and is not subject to any of the restrictions on who may be appointed as receiver set out in section 243(4) of the BIA.

Appointment of a Receiver over Kidoodle

46. I am advised by the 2L Holders and believe that Kidoodle has assets, including content for the APMC Group's streaming services, and accounts receivable owed to it. It also incurs costs and generates revenue. It is a wholly-owned subsidiary of APMC. Upon the termination of all of the employees of APMC, there will be no remaining employees to provide any services on behalf of Kidoodle. Kidoodle is also insolvent, in that it lacks sufficient liquidity to fund ongoing operations and to meet its obligations as they become due. Attached hereto as **Exhibit "13"** is a true copy of an Alberta Personal Property Registry search for Kidoodle. It is just and convenient that a receivership order be granted over Kidoodle, to allow a receiver and manager to recover and realize upon the assets of Kidoodle, to protect, preserve and avoid erosion of those assets, and to preserve value for the benefit of stakeholders in connection with the orderly liquidation of Kidoodle.

Conclusion

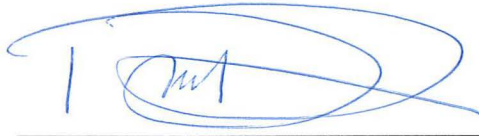
47. I swear this Affidavit in support of an Application for a Receivership Order pursuant to section 243(1) of the BIA, section 13(2) of the *Judicature Act*, and section 65(7) of the PPSA.

SWORN BEFORE ME
at the City of Calgary, Alberta, this
29 day of August, 2026.



A Commissioner for Oaths
for the Province of Alberta

Michael W. Selnes
Barrister & Solicitor



DINO DELUCA

This is **Exhibit "1"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

Clerk's Stamp

COURT FILE NO.

COURT

COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

DINO DELUCA, IN HIS CAPACITY AS HOLDER REPRESENTATIVE
ON BEHALF OF TEAM CANADA SSM LLC, TRIWEST LOWER MID-
MARKET FUND I, L.P., FORMERLY KNOWN AS TRIWEST PRIVATE
CAPITAL GROWTH FUND, L.P., DOUGLAS G. NYHOFF, JAMES R.
LITES & CHARLA KIM SMITH, JOINTLY, AND JOSEPH M. DEPINTO

RESPONDENTS

A PARENT MEDIA CO. INC. AND KIDOODLE, INC.

DOCUMENT

CONSENT TO ACT AS RECEIVER

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING
THIS DOCUMENT

BENNETT JONES LLP

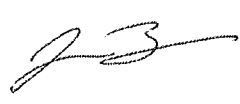
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Street SW
Calgary, AB T2P 4K7

Attention: Kelsey Meyer, K.C. / Michael Selnes / James Allan
Telephone No.: 403-298-3323 / 403-298-3311 / 780-917-4290
Fax No.: 403-265-7219
Client File No.: 69190.243

AlixPartners Restructuring, Inc., a licensed insolvency trustee, hereby consents to be appointed as receiver and manager of all the assets and property of A Parent Media Co. Inc. and Kidoodle, Inc.

DATED at the City of Calgary, in the Province of Alberta, this 28th day of August, 2026.

AlixPartners Restructuring, Inc.

Per: 

Andrew Basi

Authorized Signatory

This is **Exhibit "2"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2026/08/26
Time of Search: 03:24 PM
Search provided by: BENNETT JONES LLP (CALGARY)
Service Request Number: 47959448
Customer Reference Number: 69190.2423/KM/sn

Corporate Access Number: 2015681980
Business Number: 815487889
Legal Entity Name: A PARENT MEDIA CO. INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
1568198 ALBERTA LTD.	2012/03/09

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2010/11/02 YYYY/MM/DD
Date of Last Status Change: 2018/04/27 YYYY/MM/DD

Registered Office:

Street: 4500, 855 - 2ND STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K7

Email Address: CALCSDNOTIFICATIONS@BENNETTJONES.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
HELM	NANCY		BENNETT JONES SERVICES LP	4500, 855 - 2 ST. SW	CALGARY	ALBERTA	T2P4K7	CALCSDNOTIFICATIONS@BENNETTJONES.COM

Directors:

Last Name: DEPINTO
First Name: JOSEPH
Street/Box Number: 2212 VAQUERO ESTATES BLVD
City: WESTLAKE
Province: TEXAS
Postal Code: 76262

Last Name: GRECO
First Name: THOMAS
Street/Box Number: 320, 333 - 24TH AVENUE S.W.

City: CALGARY
Province: ALBERTA
Postal Code: T2S3E6

Last Name: GRUNINGER
First Name: NEIL
Street/Box Number: 320, 333 - 24TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2S3E6

Last Name: LITES
First Name: JAMES
Street/Box Number: 320, 333 - 24TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2S3E6

Last Name: NYHOFF
First Name: DOUG
Street/Box Number: 320, 333 - 24TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2S3E6

Last Name: SPENCER
First Name: JON
Street/Box Number: 320, 333 - 24TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2S3E6

Transfer Agents:

Last Name: ODYSSEY TRUST COMPANY
Street: 1230, 300 - 5TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P3C4

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE OF SHARE CAPITAL
Share Transfers Restrictions: NONE
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE OF OTHER PROVISIONS

Holding Shares In:

Legal Entity Name
KIDOODLE, INC.
SAFE EXCHANGE INC.

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2025	2026/01/16

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2010/11/02	Incorporate Alberta Corporation
2012/03/09	Name Change Alberta Corporation
2012/03/14	Change Address
2018/01/02	Status Changed to Start for Failure to File Annual Returns
2020/02/20	Update BN
2022/03/22	Change Agent for Service
2022/05/31	Name/Structure Change Alberta Corporation
2026/01/16	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2026/06/19	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2010/11/02
Restrictions on Share Transfers	ELECTRONIC	2010/11/02
Other Rules or Provisions	ELECTRONIC	2010/11/02
Share Structure	ELECTRONIC	2012/03/14
Restrictions on Share Transfers	ELECTRONIC	2012/03/14
Other Rules or Provisions	ELECTRONIC	2012/03/14
Consolidation, Split, Exchange	ELECTRONIC	2012/03/14
Other Rules or Provisions	ELECTRONIC	2013/12/24
Shares in Series	ELECTRONIC	2015/03/03
Amendment to a Series of Shares	ELECTRONIC	2015/06/18
Shares in Series	ELECTRONIC	2022/05/31

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is **Exhibit "3"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2026/08/28
Time of Search: 02:47 PM
Search provided by: BENNETT JONES LLP (CALGARY)
Service Request Number: 47977373
Customer Reference Number: 69190.10/J.McClary/bl

Corporate Access Number: 2017848793

Business Number:

Legal Entity Name: KIDOODLE, INC.

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date: 2013/11/15 YYYY/MM/DD

Date of Last Status Change: 2022/03/18 YYYY/MM/DD

Registered Office:

Street: 4500, 855 - 2ND STREET S.W.

City: CALGARY

Province: ALBERTA

Postal Code: T2P4K7

Records Address:

Street: 4500, 855 - 2ND STREET S.W.

City: CALGARY

Province: ALBERTA

Postal Code: T2P4K7

Email Address: CALCSDNOTIFICATIONS@BENNETTJONES.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
HELM	NANCY		BENNETT JONES SERVICES LIMITED PARTNERSHIP	4500, 855 - 2ND STREET S.W.	CALGARY	ALBERTA	T2P4K7	CALCSDNOTIFICATIONS@BENNETTJONES.COM

Directors:

Last Name: SPENCER

First Name: JON

Street/Box Number: 320, 333 - 24TH AVENUE S.W.

City: CALGARY

Province: ALBERTA

Postal Code: T2S3E6

Voting Shareholders:

Legal Entity Name: A PARENT MEDIA CO. INC.

Corporate Access Number: 2015681980

Street: 320, 333 - 24TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2S3E6
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: ONE CLASS OF SHARES, TO BE DESIGNATED AS "COMMON SHARES", IN AN UNLIMITED NUMBER.
Share Transfers Restrictions: THE ATTACHED SCHEDULE OF RESTRICTIONS ON SHARE TRANSFERS IS INCORPORATED INTO AND FORMS PART OF THIS FORM.
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE.
Business Restricted From: NONE.
Other Provisions: THE ATTACHED SCHEDULE OF OTHER PROVISIONS IS INCORPORATED INTO AND FORMS PART OF THIS FORM.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2025	2026/01/19

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2013/11/15	Incorporate Alberta Corporation
2022/01/02	Status Changed to Start for Failure to File Annual Returns
2022/03/26	Change Agent for Service
2026/01/19	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2026/08/28	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Restrictions on Share Transfers	ELECTRONIC	2013/11/15
Other Rules or Provisions	ELECTRONIC	2013/11/15

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



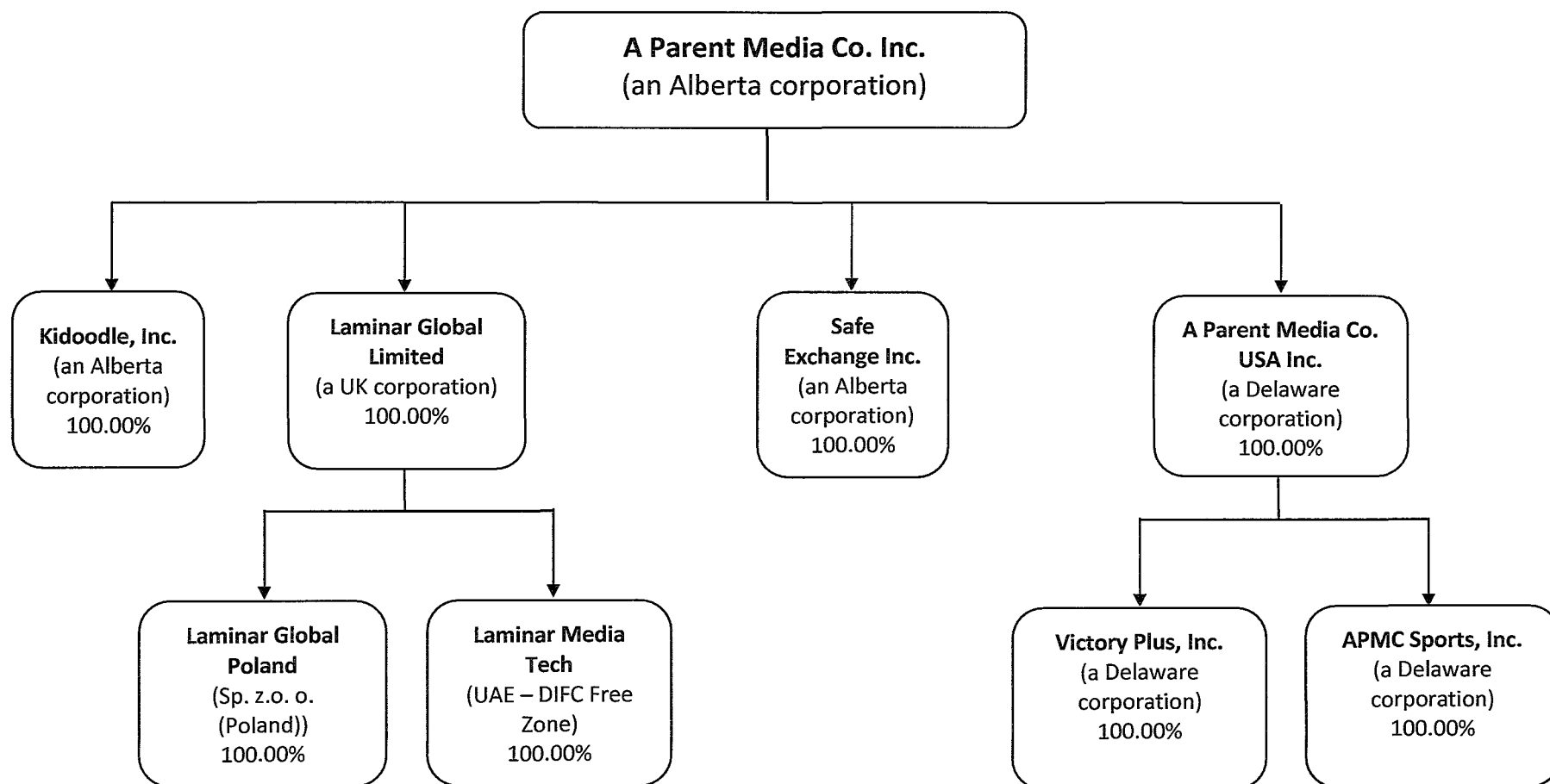
This is **Exhibit "4"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.

A handwritten signature in blue ink, appearing to be 'MS', is written above a horizontal line.

A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

A Parent Media Co. Inc. Group of Companies
Corporate Structure
as at May 29, 2025



A Parent Media Co. Inc. ("APMC")

APMC is the parent company that currently holds all intellectual property and revenues and issues shares for capital raises.

Share Class	Outstanding Shares
Common Shares	97,564,321
Series 1 Preferred Shares	1,853,342
Series 2 Preferred Shares	4,483,333

Kidoodle, Inc.

Kidoodle, Inc. is a wholly owned subsidiary of APMC.

Share Class	Outstanding Shares
Common Shares	100

Safe Exchange Inc. ("Safe Exchange")

Safe Exchange Inc. is a wholly owned subsidiary of APMC.

Share Class	Outstanding Shares
Common Shares	10,000

A Parent Media Co. USA Inc. ("APMC USA")

APMC USA is a wholly owned subsidiary of APMC engaging APMC employees and contractors in the US.

Share Class	Outstanding Shares
Common Stock	10,000

Victory Plus, Inc. ("Victory")

Victory Plus, Inc. is a wholly owned subsidiary of APMC USA carrying on business in the US, which owns the Victory+ streaming service operated by APMC.

Share Class	Outstanding Shares
Common Stock	5,000

APMC Sports, Inc. (“APMC Sports”)

APMC Sports, Inc. is a wholly owned subsidiary of APMC USA carrying on business in the US to produce sports media content.

Share Class	Outstanding Shares
Common Stock	5,000

Laminar Global Limited (“Laminar”)

Laminar is a wholly owned subsidiary of APMC based in the UK and has two subsidiaries and two Employers of Record for international employees.

Share Class	Outstanding Shares
Ordinary Shares	10,000,000
Seed Preferred	3,577,840

Laminar Global Poland (“Laminar Poland”)

Laminar Poland is a wholly owned subsidiary of Laminar and is the branch company for Polish employees.

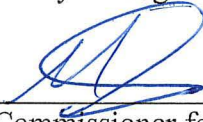
Share Class	Outstanding Shares
Shares	100

Laminar Media Tech (“Laminar UAE”)

Laminar UAE is a wholly owned subsidiary of Laminar and is the branch company for UAE employees.

Share Class	Outstanding Shares
Ordinary Shares	1,000,000

This is **Exhibit "5"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

THE SENIOR SECURED SECOND LIEN CONVERTIBLE NOTE EVIDENCED BY THIS AGREEMENT AND THE UNDERLYING SECURITIES ISSUABLE UPON THE CONVERSION OF THE SENIOR SECURED SECOND LIEN CONVERTIBLE NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER AND SUCH OTHER DOCUMENTATION AS IT OR ITS TRANSFER AGENT MAY REQUIRE TO ESTABLISH THAT SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) THE EFFECTIVE DATE, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

AGGREGATE PRINCIPAL AMOUNT:
Up to U.S.\$40,000,000.00

A PARENT MEDIA CO. INC.

(Incorporated under the laws of Alberta)

SENIOR SECURED SECOND LIEN CONVERTIBLE NOTE
(the "**Convertible Note**")

For value received, A PARENT MEDIA CO. INC. (the "**Corporation**"), hereby acknowledges itself indebted and promises to pay to each of the undersigned holders (collectively, the "**Existing Holders**") and each Additional Holder that may become party hereto from time to time (together with the Existing Holders, collectively, the "**Holders**"), on July 31, 2028 (the "**Maturity Date**"), the principal amount set forth under such Holder's signature below or in any Additional Holder Supplement (collectively, the "**Principal Amount**") in lawful money of the United States of America by electronic funds transfer at the direction of each Holder. No interest will accrue or be payable on this Convertible Note. This Convertible Note is issued with an original issue discount of 50% (the "**OID**"). On the Effective Date, and each date that an Additional Holder Supplement is delivered to the Corporation, the applicable Holders shall advance to the Corporation the Principal Amount less the OID (such net amount, the "**Net Funding Amount**"). The Corporation shall repay the full Principal Amount to the Holders on the Maturity Date unless the Principal Amount is earlier converted or prepaid.

The Existing Holders have advanced an aggregate Net Funding Amount of U.S.\$2,000,000.00 on the Effective Date, having an aggregate principal amount of U.S.\$4,000,000.00. From time to time, Additional Holders may advance funds to the Corporation pursuant to Additional Holder Supplements; provided that the aggregate Principal Amount of this Convertible Note does not exceed U.S.\$40,000,000.00. The Corporation may prepay all or any portion of the Principal Amount on a rateable basis at any time following the Effective Date, without bonus, premium or penalty.

This Convertible Note is subject to the terms and conditions set out in **Schedule "A"** hereto, which forms a part of this Convertible Note.

IN WITNESS WHEREOF, the Corporation has caused this Convertible Note to be effective as of June 29, 2026 (the "**Effective Date**").

(Signature page follows. See terms and conditions attached hereto)

A PARENT MEDIA CO. INC.

Signed by:
Per: Neil Gruninger
80790D99E59941C...
Neil Gruninger
President and CEO

HOLDER:

Signed by: Signed by:
Per: Charla Kim Smith
771D362F40C35... E5331546397461...
Name: James R. Lites & Charla Kim Smith, jointly
Principal Amount: U.S.\$800,000.00
Net Funding Amount: U.S.\$400,000.00

HOLDER:

Signed by:
Per: Doug Nyhoff
D46BAAD662E14EB...
Name: Douglas G. Nyhoff
Principal Amount: U.S.\$ 800,000.00
Net Funding Amount: U.S.\$400,000.00

HOLDER:

Signed by:
Per: Jon D. Spencer
1E34F4E39A9D449...
Name: TriWest Private Capital Growth Fund, L.P.
Signatory: Jon Spencer
Principal Amount: U.S.\$800,000.00
Net Funding Amount: U.S.\$400,000.00

HOLDER:

Signed by:
Per: Tom Greco
E8787E4C2E37445...
Name: Team Canada SSM LLC
Signatory: Thomas Greco
Principal Amount: U.S.\$800,000.00
Net Funding Amount: U.S.\$400,000.00

HOLDER:

DocuSigned by:
Per: Joseph DePinto
CF24ABA93A0403...
Name: Joseph M. DePinto
Principal Amount: U.S.\$800,000.00
Net Funding Amount: U.S.\$400,000.00

SCHEDULE "A"

TERMS AND CONDITIONS OF CONVERTIBLE NOTE

The following terms and conditions are applicable to the Convertible Note of A Parent Media Co. Inc. made in favour of the Holders, and dated as of the Effective Date, to which this Schedule is attached.

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith, the following words and terms will have the indicated meanings and grammatical variations of such words and terms will have corresponding meanings:

- (a) **"Additional Holder Supplement"** means an additional holder supplement substantially in the form attached hereto as Exhibit 2 executed by an Additional Holder in accordance with **Section 2.4**;
- (b) **"Additional Holders"** means any additional Holder that has signed an Additional Holder Supplement in accordance with **Section 2.4**;
- (c) **"BMO Indebtedness"** means the Indebtedness of the Corporation to Bank of Montreal under the letter of agreement – amendment & restatement dated September 23, 2024 (as amended, restated, supplemented or otherwise modified from time to time) between the Corporation and Bank of Montreal;
- (d) **"business day"** means a day that is not a Saturday or Sunday or a civic or statutory holiday observed in Calgary, Alberta;
- (e) **"Collateral"** has the meaning given in **Article 4**;
- (f) **"Conversion Price"** means the implied price per share of the Shares sold in the Qualified Financing;
- (g) **"Conversion Shares"** has the meaning given in **Section 3.1(a)**;
- (h) **"Convertible Note"**, **"hereby"**, **"herein"**, **"hereof"**, **"hereto"**, **"hereunder"**, and similar expressions refer to this senior secured second lien convertible note and not to any particular Article, Section or other portion hereof and include any and every instrument supplemental or ancillary hereto and every note issued in replacement hereof;
- (i) **"Corporation"** means A Parent Media Co. Inc. and includes any Successor Corporation within the meaning of **Section 11.1**;
- (j) **"Effective Date"** has the meaning given on the face page of this Convertible Note;
- (k) **"Event of Default"** means any event specified in **Section 7.1**, which has not been waived, cured or remedied;
- (l) **"Existing Holders"** has the meaning given on the face page of this Convertible Note;

- (m) **"Indebtedness"** means (i) all indebtedness of the Corporation for borrowed money, (ii) all obligations of the Corporation evidenced by notes, bonds, debentures or other similar instruments and (iii) all guarantees of the Corporation in respect of all of obligations of the kind referred to in (a) and (b);
- (n) **"Holder"** means each person from time to time registered as the holder of this Convertible Note and includes any executors, or other personal representatives or assigns or successors of the Holder;
- (o) **"Lien"** means any security interest, mortgage, debenture, pledge, hypothecation, assignment (as security), lien (statutory or otherwise), charge, consignment, deed of trust, encumbrance, royalty interest, or other security agreement;
- (p) **"Maturity Date"** has the meaning given on the face page of this Convertible Note;
- (q) **"NWSL Contract"** means the media rights agreement dated September 6, 2025 between the National Women's Soccer League, LLC, Victory Plus, Inc. and the Corporation;
- (r) **"OID"** has the meaning given on the face page of this Convertible Note;
- (s) **"person"** includes an individual, corporation, partnership, trustee or any unincorporated organization and words importing persons include individuals, corporations, partnerships, trustees and unincorporated organizations;
- (t) **"Principal Amount"** means the principal amount of each Holder under this Convertible Note as set out below each Holder's signature on the face page of this Convertible Note or in any Additional Holder Supplement, as reduced as a result of any conversion or prepayments. The total Principal Amount of Existing Holders on the Effective Date is U.S.\$4,000,000.00;
- (u) **"Qualified Financing"** means the Corporation's issuance of equity securities after the Effective Date in a single transaction, or series of related transactions, with aggregate gross cash proceeds to the Corporation of at least U.S.\$30,000,000.00 (excluding the issuance of Conversion Shares pursuant to **Article 3**);
- (v) **"Required Holders"** means, at any time, Holders holding more than 50% of the aggregate outstanding Principal Amount of this Convertible Note;
- (w) **"Security Agreement"** has the meaning given in **Article 4**;
- (x) **"Shares"** means shares in the capital of the Corporation; and
- (y) **"Subsidiary"** means any person, more than 50% of the voting or equity interests of which are owned or controlled, directly or indirectly, by the Corporation.

1.2 Interpretation; Headings, Etc.

Whenever used in this Convertible Note, words importing the singular number only will include the plural and vice versa and words importing the masculine gender will include the neuter or the feminine gender and vice versa. The division of this Convertible Note into Articles and Sections and paragraphs, and

the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Convertible Note.

1.3 Day Not a Business Day

If any day on or before which any action is required to be taken hereunder is not a business day, then such action will be required to be taken on or before the applicable time on the next succeeding day that is a business day.

1.4 Currency

All references to currency herein are stated in lawful money of the United States of America unless otherwise specified.

ARTICLE 2 **REPAYMENT, PREPAYMENT, OID AND ADDITIONAL HOLDERS**

2.1 Payment on Maturity Date

The aggregate unpaid Principal Amount and all other amounts payable under this Note shall, unless converted in accordance with **Article 3** or prepaid by the Corporation in accordance with **Section 2.2**, be due and payable on the Maturity Date.

2.2 Prepayment Rights

The Corporation may, at any time after the Effective Date, prepay all or any portion of the Principal Amount. The Corporation is authorized to record on the grid attached hereto as Exhibit 1 the Name of each Holder, the Principal Amount, the Net Funding Amount and each payment or prepayment of the Principal Amount. The entries made by the Corporation shall, to the extent permitted by applicable law, be *prima facie* evidence of the existence and amounts of the obligations of the Corporation therein recorded. Notwithstanding the foregoing, the failure of the Corporation to record such payments or prepayments, or any inaccuracy therein, shall not in any manner affect the obligation of the Corporation to repay the Principal Amount in accordance with the terms of this Convertible Note. Existing Holders may increase their Principal Amount from time to time by executing and delivering to the Corporation an Additional Holder Supplement in respect of such increase, provided that the aggregate outstanding Principal Amount of all Holders does not exceed U.S.\$40,000,000.00. Upon execution of an Additional Holder Supplement and the Corporation's receipt of the Net Funding Amount in cash representing such increase, such Existing Holder's Principal Amount will be increased accordingly and the Existing Holder will have the same rights and be subject to the same obligations hereunder in respect of such increased Principal Amount, including being entitled to repayment of such increased Principal Amount on the Maturity Date unless earlier converted in accordance with **Article 3** or prepaid by the Corporation in accordance with **Section 2.2**.

2.3 Original Issue Discount

This Convertible Note is issued with an OID of 50%. On the Effective Date, and each date that an Additional Holder Supplement is delivered to the Corporation, the applicable Holders shall advance to the Corporation the Principal Amount less the OID, being the Net Funding Amount. The Corporation shall repay the full Principal Amount to the Holders on the Maturity Date unless earlier converted in accordance with **Article 3** or prepaid in accordance with **Section 2.2**. All conversion, prepayment and repayment calculations under this Convertible Note shall be made by reference to the Principal Amount, other than a conversion referred to in **Section 3.1(a)** (which shall be made by reference to the Net Funding Amount).

2.4 Additional Holders

Additional Holders may become party to this Convertible Note from time to time by executing and delivering to the Corporation an Additional Holder Supplement, provided that the aggregate Principal Amount of all Holders does not exceed U.S.\$40,000,000.00. Upon execution of an Additional Holder Supplement and the Corporation's receipt of the Net Funding Amount referred to in such Additional Holder Supplement, such Additional Holder will become a party to this Convertible Note as a Holder, will be bound by this Convertible Note and have the same rights and be subject to the same obligations as a Holder hereunder, and will be entitled to repayment of its Principal Amount on the Maturity Date unless earlier converted in accordance with **Article 3** or prepaid by the Corporation in accordance with **Section 2.2**.

ARTICLE 3 **CONVERSION**

3.1 Conversion on Qualified Financing

- (a) If a Qualified Financing has occurred on or prior to September 30, 2026, all of the outstanding and unpaid Principal Amount shall automatically convert into that number of Shares (of the same class of Shares issued in the Qualified Financing, except that any price-based preferences, such as the per share liquidation amount, initial conversion price and per share dividend amount, will be based on the Conversion Price) equal to the quotient obtained by dividing: (x) the Net Funding Amount *less* 50% of any prepayments of the Principal Amount made in accordance with **Section 2.2**; by (y) the Conversion Price (the "**Conversion Shares**").
- (b) In connection with the conversion referred to in **Section 3.1(a)** and the issuance of Conversion Shares to each Holder in connection with a Qualified Financing:
 - (i) each Holder will execute and deliver to the Corporation all documents reasonably requested by the Corporation, including those related to the Qualified Financing, with appropriate variations for such Holder and similar investors if applicable; and
 - (ii) the Corporation will cause a certificate or direct registration system (DRS) statement representing the Conversion Shares to be issued, registered in the name of the Holders or a Holder's designee(s), and a digital copy of such certificate or DRS statement will be provided to the Holders. The certificates and/or DRS statements representing the Conversion Shares will bear such legends as the Corporation may consider necessary or advisable with respect to transfer and resale restrictions applicable to the Shares under applicable securities laws.

ARTICLE 4 **SECURITY**

The Corporation's obligations under this Note is secured by a general security agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") entered into by the Corporation in favour of all Holders hereunder over all the present and after-acquired personal property of the Corporation (collectively, the "**Collateral**").

ARTICLE 5
POSITIVE COVENANTS

The Corporation hereby covenants and agrees with the Holders as follows.

5.1 To Carry on Business

The Corporation will carry on and conduct its business in a manner consistent with past practices and, subject to the express provisions hereof, it will do or cause to be done all things reasonably necessary to preserve and keep in full force and effect its corporate existence and material rights.

5.2 To Maintain Accurate Books and Records

The Corporation will keep and maintain proper books of account and records accurately covering all material aspects of the business and affairs of the Corporation.

5.3 Notice of Event of Default

The Corporation will promptly give notice in writing to each Holder of the occurrence of any Event of Default or other event that, with lapse of time or giving of notice or otherwise, would be an Event of Default, promptly after it becomes aware of the same.

5.4 Contract Amendments

The Corporation will cause the NWSL Contract to be amended, terminated or otherwise modified, in form and substance acceptable to the Required Holders, by August 31, 2026.

ARTICLE 6
NEGATIVE COVENANTS

The Corporation hereby covenants and agrees with the Holders as follows.

6.1 Indebtedness

The Corporation will not, and will cause its Subsidiaries not to, create, incur, assume, suffer to exist or otherwise become or remain directly or indirectly liable for any Indebtedness except (i) the Corporation's obligations hereunder, (ii) the BMO Indebtedness in an aggregate outstanding principal amount not to exceed U.S.\$4,050,000, (iii) other secured Indebtedness provided that the Liens securing such Indebtedness subordinated to the Liens securing this Convertible Note within 30 days of the incurrence thereof pursuant a subordination agreement satisfactory to the Required Holders, acting reasonably, (iv) Indebtedness incurred to refinance, refund, extend, renew or replace the foregoing Indebtedness; provided that the principal amount of such Indebtedness does not exceed the principal amount of such Indebtedness so refinanced, refunded, extended, renewed or replaced plus any additional Indebtedness incurred to pay interest, premiums and costs associated with such refinancing, refunding, extension, renewal or replacement, (v) any unsecured Indebtedness entered into by the Corporation from time to time (vi) Indebtedness owing from a Subsidiary to the Corporation or to another Subsidiary.

6.2 Liens

The Corporation will not, and will cause its Subsidiaries not to, create, incur, assume or suffer to exist any Lien against any of its property or assets now owned or hereafter acquired except (i) Liens securing Indebtedness referred to in clauses (i) to (iv) of Section 6.1, (ii) Liens for taxes, government assessments or charges that are timely paid and discharged or being contested in good faith, (iii) other statutory Liens incurred in the normal course of business for obligations not overdue by more than 30 days, (iv) landlord's Liens for rent not overdue by more than 30 days.

6.3 Investments.

The Corporation will not, and will cause its Subsidiaries not to, (i) lend money or credit or make advances to any person other than loans or advances of the Corporation to its Subsidiaries that are evidenced by promissory note which form part of the Collateral or (ii) directly or indirectly purchase or acquire any stock, obligations or securities of, or any other interest in, or make any capital contribution to any person other than contributions of the Corporation in exchange for equity interests of a Subsidiary, which equity interests form part of the Collateral.

6.4 Restricted Payments.

The Corporation will not, and will cause its Subsidiaries not to, make any distributions or dividends to their respective equityholders other than the Subsidiaries may make dividends and distributions solely to the Corporation or to other wholly-owned Subsidiaries.

6.5 Nature of Business.

The Corporation shall not engage in any business other than businesses of the type conducted by the Corporation and its Subsidiaries on the date hereof and businesses reasonably related thereto.

ARTICLE 7 **EVENTS OF DEFAULT**

7.1 Events of Default

The occurrence and continuance of any one or more of the following events will be considered an event of default for purposes of this Convertible Note (each an "**Event of Default**"):

- (a) non-payment of the Principal Amount when due;
- (b) the Corporation fails to perform or observe any covenant in **Section 5.3, Section 5.4, Article 6 or Section 11.1**;
- (c) the Corporation fails to perform or observe any other covenant, term, condition or agreement contained in this Convertible Note or in the Security Agreement and such failure continues unremedied for a period of 30 days after written notice to the Corporation from a Holder;
- (d) the Corporation making a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in effect in any

other jurisdiction, or is adjudged bankrupt or insolvent, or if the Corporation proposes a compromise or arrangement, composition, readjustment, liquidation or similar relief for itself under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors generally;

- (e) if a court of competent jurisdiction enters an order, judgment or decree against the Corporation seeking any reorganization, arrangement, composition, readjustment, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors generally, and such order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the day of entry thereof; or if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers is appointed for such party or any substantial part of such party's assets with the consent or acquiescence of such party and such appointment remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive); or
- (f) any material provision of this Convertible Note or the Security Agreement, at any time for any reason other than as expressly permitted thereunder or satisfaction in full of all the obligations thereunder, ceases to be in full force and effect; the Corporation contests the validity or enforceability of any provision thereof; or the Corporation denies that it has any or further liability or obligation under this Convertible Note or the Security Agreement or purports to revoke, terminate or rescind any provision thereof (other than in accordance with its terms).

ARTICLE 8

ENFORCEMENT

8.1 Enforcement

On or after the occurrence of an Event of Default that has not been waived in writing by the Required Holders, the Required Holders may, by written notice to the Corporation, declare the entire Principal Amount and all other amounts to be payable under this Convertible Note to be immediately due and payable, whereupon the same will become immediately due and payable, and may exercise any rights or remedies available to the Holders under applicable laws. Only the Required Holders (and not a Holder individually, unless it constitutes the Required Holders), may make the foregoing declaration or exercise any of the foregoing rights or remedies. Any waiver of an Event of Default, will be made only at the direction of the Required Holders and will be binding on all Holders.

ARTICLE 9

PLEDGE OF CONVERTIBLE NOTE

9.1 Pledge of Convertible Note

A Holder's interest in this Convertible Note may be assigned, deposited or pledged by such Holder as security for its present and future obligations.

ARTICLE 10
PRESENTMENT

10.1 Presentment

The Corporation hereby expressly waives demand for payment, presentment, protest and notice of dishonour of this Convertible Note. Any failure or omission by a Holder to present this Convertible Note for payment, protest or provide notice of dishonour will not invalidate or adversely affect in any way any demand for payment or enforcement proceeding taken under this Convertible Note.

ARTICLE 11
SUCCESSOR CORPORATION

11.1 Certain Requirements

The Corporation will not, directly or indirectly, sell, lease, transfer or otherwise dispose of all or substantially all of its property and assets as an entirety to, or enter into any capital reorganization with, any other corporation (any such other corporation being herein referred to as a "**Successor Corporation**") unless the Successor Corporation executes, prior to or contemporaneously with the consummation of any such transaction, an agreement together with such other instruments as are, in the opinion of counsel, necessary or advisable to evidence the assumption by the Successor Corporation of the due and punctual payment of this Convertible Note and all other moneys payable hereunder and its agreement to observe and perform all the covenants.

ARTICLE 12
MISCELLANEOUS

12.1 Taxes and Withholding

The Corporation shall withhold all amounts in respect of taxes as required by applicable law from the payments to be made to the Holders pursuant to this Note and any such withholdings, once remitted to the applicable governmental authority, shall be deemed to have been paid to the applicable Holder for the purposes of the Note.

12.2 Pro Rata Sharing

All payments, prepayments and other recoveries received by the Holders in respect of this Convertible Note (whether received from the Corporation, by set-off, through enforcement of the Security Agreement, or otherwise) shall be shared among the Holders rateably in proportion to their respective Principal Amounts. If any Holder receives any payment or recovery in excess of its rateable share, that Holder shall hold the excess in trust for the other Holders and shall promptly pay the excess over to the other Holders so that each Holder receives its rateable share; provided that if such excess amount paid over to the other Holder is subsequently required to be returned or rescinded, such other Holder shall repay such excess amount to the initial Holder.

12.3 Amendments and Waivers

No amendment or waiver of, and no consent under, any provision of this Convertible Note will be effective unless in writing signed by the Corporation and the Required Holders, and any such amendment, waiver or consent signed by the Required Holders and the Corporation will be binding on all Holders. Notwithstanding the foregoing, no amendment, waiver or consent will, without the written consent of each

Holder affected thereby: (a) reduce the Principal Amount of, or any other amount payable to, such Holder; (b) extend the Maturity Date or any date fixed for payment of any amount payable to such Holder; (c) adversely change the conversion rights or Conversion Price applicable to such Holder; (d) release all or substantially all of the Collateral, except as otherwise permitted under this Convertible Note; or (e) change the definition of "Required Holders", the pro rata sharing provisions of **Section 12.2**, or this Section.

12.4 Discharge

Upon payment by the Corporation to the Holders of their respective Principal Amounts and any other amounts payable by the Corporation under this Convertible Note, the Holders will, upon the written request of the Corporation, execute and deliver to the Corporation such deeds and other documents as the Corporation may reasonably request to evidence the release and discharge of this Convertible Note, and will terminate the Security Agreement and discharge any security thereunder.

12.5 Severability

Any provision in this Convertible Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12.6 Laws of Alberta

This Convertible Note will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and will be treated in all respects as an Alberta contract. Each Holder hereby irrevocably submits to the jurisdiction of the courts of the Province of Alberta in respect of any action, suit or any other proceeding arising out of or relating to this Convertible Note or any of the transactions contemplated hereby.

12.7 Notices

All notices, reports or other communications required or permitted by this Convertible Note will be in writing and either delivered by hand, courier or electronically by e-mail and will be effective on actual receipt, unless sent by e-mail in which case it will be effective on the business day next following the date of transmission, addressed to the relevant party, as follows:

- (a) if to the Corporation:

A Parent Media Co. Inc.
Suite 320, 333 – 24th Avenue SW
Calgary, Alberta T2S 3E6

Attention: Neil Gruninger, President & CEO
Email: ngruninger@aparentmedia.com

- (b) if to a Holder, to such Holder's address as set forth on the subscription agreement entered into with such Holder,

or the last municipal or email address of the addressee, notice of which was given in accordance with this **Section 12.7**.

12.8 Enurement

This Convertible Note and all its provisions will enure to the benefit of each Holder, and such Holder's heirs, administrators, executors, legal personal representatives, successors and permitted assigns, as the case may be, and will be binding upon the Corporation and its successors and permitted assigns. Except in connection with a pledge of this Convertible Note as contemplated by **Article 9**, a Holder may only assign this Convertible Note with the prior written consent of the Corporation, such consent not to be unreasonably withheld, conditioned or delayed.

12.9 Time of the Essence

Time will be of the essence of this Convertible Note.

12.10 Other Indebtedness

Each Holder acknowledges that the Corporation may pay or prepay any other Indebtedness of the Corporation, without offering to prepay all or any portion of this Convertible Note.

12.11 Payments

When payment on this Convertible Note is due, the Corporation will cause such payment to be made by appropriate system of electronic funds transfer at the direction of the Holder.

12.12 Independent Legal and Tax Advice

Each Holder acknowledges that it has been afforded the opportunity of receiving independent legal and tax advice concerning this Convertible Note, and if such Holder has executed this Agreement without the benefit of independent legal and tax advice, such Holder fully understands the provisions of this Convertible Note and hereby waives the right to receive any such independent legal advice.

12.13 Entire Agreement

This Convertible Note represents the entire agreement of the Holders and the Corporation relating to the subject matter hereof and there are no representations, warranties, covenants or other agreements relating to the subject matter hereof except as stated or referred to in this Convertible Note.

12.14 Counterpart Execution

This Convertible Note may be executed in separate counterparts and delivered by electronic facsimile or email and, when so executed and delivered, will be deemed to be an original, all of which taken together will constitute one and the same agreement, and production of an originally executed or copy of each counterpart execution page hereof shall be sufficient for purposes of proof of the execution and delivery of this Convertible Note.

EXHIBIT 1

CONVERTIBLE NOTE PAYMENTS

[illegible]

EXHIBIT 2

FORM OF ADDITIONAL HOLDER SUPPLEMENT

Date: [●]

Principal Amount: U.S.\$[●]

To: A PARENT MEDIA CO. INC. (the "**Corporation**")

Reference is made to the senior secured second lien convertible note dated June 29, 2026 (as amended, restated, supplemented or otherwise modified from time to time, the "**Convertible Note**") issued by the Corporation to the holders party thereto in an aggregate principal amount of up to U.S.\$40,000,000.00. Terms that are not otherwise defined herein will have the meanings ascribed to such terms in the accompanying Convertible Note.

The undersigned (the "**Additional Holder**") is delivering this Additional Holder Supplement to the Corporation pursuant to **Section 2.4** of the Convertible Note, and intending to be legally bound, agrees as follows:

The Additional Holder agrees to advance to the Corporation on the date hereof net proceeds equal to U.S.\$[●] (the "**Net Funding Amount**"), being its Principal Amount set out above less an original issue discount of 50% (the "**OID**"), in lawful money of the United States of America by electronic funds transfer in immediately available funds to an account designated in writing by the Corporation. No interest will accrue or be payable on the Principal Amount, and the entire Principal Amount will be due and payable on July 31, 2028 (the "**Maturity Date**") unless earlier converted or prepaid in accordance with the Convertible Note. The Corporation may prepay all or any portion of the Principal Amount on a rateable basis with other Holders at any time, without bonus, premium or penalty.

Effective upon the Additional Holder's advance of the Net Funding Amount, the Additional Holder (a) is and becomes an Additional Holder, a Holder and a party to the Convertible Note; and (b) is bound by, subject to the obligations of, and entitled to the benefit of, all of the terms and conditions of the Convertible Note as a Holder, with the same force and effect as if it had executed the Convertible Note as a Holder on the Effective Date.

The Additional Holder's address for notices under **Section 12.7** is set out in its subscription agreement. This Additional Holder Supplement will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and may be executed in counterparts and delivered electronically, each of which will be deemed an original and all of which together will constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the Additional Holder has executed and delivered this Additional Holder Supplement as of the date set out above.

HOLDER:

Per: _____

Name:

Principal Amount: U.S.\$[●]

Net Funding Amount: U.S.\$[●]

ACCEPTED AND AGREED as of the date first set out above:

A PARENT MEDIA CO. INC.

Per: _____

This is **Exhibit "6"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

GENERAL SECURITY AGREEMENT

This General Security Agreement dated as of June 29, 2026 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, this "**Agreement**"), made by A Parent Media Co. Inc. (the "**Corporation**"), in favour of the Secured Parties (defined below) is entered into in consideration of, among other things, the senior secured second lien note dated as of June 29, 2026 (as amended, amended and restated, renewed, increased, extended, supplemented, replaced or otherwise modified from time to time, the "**Note**") issued by the Corporation to the holders listed on Schedule A hereto (collectively, the "**Noteholders**" and collectively with any Additional Secured Parties (defined below), the "**Secured Parties**"). Capitalized terms used but not defined herein have the meanings given to them in the Note or the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as applicable.

1. Grant of Security Interest. As security for the payment and performance of the Secured Obligations (defined below), the Corporation hereby grants to the Secured Parties collectively, and hereby creates, a general and continuing security interest in favour of the Secured Parties collectively, in and to all of the Corporation's right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

- (a) all present and after-acquired property, assets and undertaking of the Corporation of every kind and nature whatsoever;
- (b) all Proceeds and products of each of the foregoing;
- (c) all books and records relating to the foregoing, including in any form or medium;
- (d) all supporting obligations relating to the foregoing; and
- (e) all additions, accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing.

The Secured Parties shall collectively hold a single security interest, and no Secured Party shall hold an independent or separate security interest in the Collateral. Unless otherwise expressly provided in this Agreement, no Secured Party may independently exercise any right or remedy with respect to the security interest granted hereunder or the Collateral, including enforcing against, releasing, discharging or subordinating such security interest or the Collateral, or amending, waiving or terminating this Agreement, except in accordance with the terms of this Agreement. The last day of the term of any lease now held or hereafter acquired by the Corporation is excluded from the security interest hereby created, but if the Secured Parties enforce against the Collateral, the Corporation shall hold such last day in trust for the Secured Parties and shall assign the same to any Person as directed by the Majority Secured Parties (defined below). The Collateral does not include any Consumer Goods.

2. Attachment of Security Interest; PPSA Registration. The Corporation acknowledges that value has been given, that the Corporation has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of the security interest created by this Agreement. The Corporation acknowledges that such security interest attaches to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Corporation acquires rights in such after-acquired Collateral. The Corporation authorizes the Secured Parties (and their counsel) from time to time to register and amend such financing statements and financing change statements as the Secured Parties reasonably consider necessary or desirable to perfect, continue or amend the security interest granted hereunder, including to add any Additional Secured Party (defined below)

3. Secured Obligations. The Collateral secures the payment and performance of all present and future obligations of the Corporation to the Secured Parties from time to time under the Note, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, whether the indebtedness is reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether incurred by the Corporation alone or with another or others and whether as a principal or surety, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, together with all fees, costs, legal fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities related thereto (all such obligations, covenants, duties, debts, liabilities, sums and expenses set forth in this Section 3 being herein collectively called the "**Secured Obligations**").

4. Representations and Warranties. The Corporation represents and warrants as follows:

- (a) Its executive office, place of business and the primary location of Collateral, including books and records, is Suite 320, 333 – 24th Avenue SW, Calgary, Alberta T2S 3E6.
- (b) It is the legal and beneficial owner of all Collateral free of Liens prohibited by the Note.
- (c) It is a valid and subsisting corporation under the laws of Alberta and has the power, capacity, authority and legal right to grant a security interest in the Collateral, execute and deliver this Agreement and perform its obligations under this Agreement, and the full and correct name of the Corporation is as set forth on the first page of this Agreement.
- (d) This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, arrangement, or other similar laws affecting creditors' rights generally and subject to equitable principles.

5. Covenants. The Corporation covenants as follows:

- (a) The Corporation shall not, without providing prompt written notice to the Secured Parties, change its legal name, jurisdiction of incorporation or formation, or province in which its registered office, chief executive office or principal place of business is located. The Corporation will, promptly following any such change, take all actions reasonably requested by the Secured Parties to maintain the perfection and priority of the Secured Parties' security interest in the Collateral.
- (b) The Corporation shall, at its own cost and expense, defend title to the Collateral and the security interest of the Secured Parties therein against the claim or demand of any person claiming against or through the Corporation and shall maintain and preserve such perfected security interest for so long as this Agreement shall remain in effect.
- (c) The Corporation shall provide the Secured Parties with any information concerning the Collateral, the Corporation or its business as the Majority Secured Parties may reasonably request.
- (d) The Corporation shall insure the Collateral against loss or damage by fire and such other risks and hazards, in such amounts, as the Majority Secured Parties may reasonably require.
- (e) The Corporation will make and maintain all filings, registrations and recordals necessary to maintain its rights in its intellectual property.

6. Events of Default. An Event of Default shall exist upon the occurrence of any of the following specified events (each, an "**Event of Default**"): (a) the Corporation fails to observe, perform or comply with any covenant or any other provision of this Agreement and such failure continues for 30 days after written notice thereof is delivered to the Corporation by a Secured Party; (b) any representation or warranty made by the Corporation in this Agreement fails to be true and correct in any material respect when made and, if capable of being cured, such failure occurs for 30 days after written notice thereof is delivered to the Corporation by a Secured Party; or (c) the Required Holders (defined in the Note) have declared the entire Principal Amount thereof immediately due and payable under Section 8.1 of the Note.

7. Majority Enforcement Event. Upon the occurrence and continuance of an Event of Default, the Majority Secured Parties may by written notice to the Corporation realize upon the Collateral and immediately enforce the rights and remedies of the Secured Parties pursuant to Section 8 (a "**Majority Enforcement Event**"). In this Agreement: "**Majority Secured Parties**" means Secured Parties holding more than 50% of the combined aggregate outstanding principal amount of the Note.

8. Remedies. Upon the occurrence of a Majority Enforcement Event, the Majority Secured Parties, on behalf of all Secured Parties, may by notice to the Corporation realize upon the Collateral and immediately enforce the rights and remedies of the Secured Parties hereunder, including:

- (a) the Majority Secured Parties may assert all rights and remedies of a secured party under the PPSA or other applicable law;
- (b) the Majority Secured Parties may take such steps as they consider desirable to maintain, preserve or protect the Collateral or its value;
- (c) the Majority Secured Parties may take possession of the Collateral by carrying on all or any part of the business of the Corporation and may, to the exclusion of all others, including the Corporation, enter upon, occupy and use any of the land and premises, buildings, plants and undertakings owned, occupied or used by the Corporation and may use any of the tools, machinery, equipment, intangibles (including intellectual property) of the Corporation for such time as the Majority Secured Parties see fit, free of charge and without liability, in order to carry on the business of the Corporation; and the Majority Secured Parties will not be liable to the Corporation for any neglect in so doing (other than gross negligence or wilful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction) or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (d) the Majority Secured Parties may exercise and enforce all rights and remedies of the Corporation with respect to the Collateral, including collecting or compromising all or any of the Corporation's Accounts;
- (e) the Majority Secured Parties may sell, lease, licence, or otherwise dispose of all or any part of the Collateral by private sale, public sale or otherwise, and upon such other terms and conditions as the Majority Secured Parties may deem commercially reasonable;
- (f) the Majority Secured Parties may apply to a court of competent jurisdiction for the appointment of, or may appoint in writing, any person or persons (whether an officer or employee of the Secured Party or not) to be a receiver, manager, interim receiver, or receiver and manager (collectively, "**Receiver**"), of the Collateral or any part of the Collateral and remove or replace any person so appointed. Any Receiver so appointed shall (i) have, in addition to any other powers afforded by the law, the same powers and authorities afforded to the Majority Secured Parties under this Agreement; (ii) act as agent for the Corporation and not any Secured Party, and no Secured

Party shall in any way be responsible for any of the actions of the Receiver, its employees, agents and contractors; and (iii) be removed at the discretion of the Majority Secured Parties and a replacement appointed by the Majority Secured Parties; and

(g) the Majority Secured Parties may retain the Collateral on behalf of the Secured Parties in satisfaction of the Secured Obligations.

The Secured Parties shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Parties, the Corporation or any other person, in respect of the Collateral.

9. Distribution of Proceeds; Pro Rata Sharing; Priority.

(a) Following a Majority Enforcement Event, all Collateral (including Proceeds thereof) received by the Secured Parties pursuant to the realization or enforcement of their rights and remedies under Section 8 or otherwise in their possession shall be applied as follows: *first* to the payment in full of expenses incurred by the Majority Secured Parties in connection with a Majority Enforcement Event or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including reasonable legal and Receivers' fees; *second* to be repaid in full to the Secured Parties rateably in proportion to their respective Principal Amounts under the Note (if an Event of Default has not occurred under the Note, such Collateral to be repaid to the Secured Party thereunder shall be repaid as a prepayment thereunder); and *third* any surplus shall be transferred to the Corporation or to whomsoever may be lawfully entitled to receive such surplus. The Corporation shall remain liable for any deficiency if such Collateral is insufficient to repay the Secured Parties in full.

(b) If any Secured Party receives any payment or recovery in excess of its rateable share, such Secured Party shall hold such excess in trust for the other Secured Parties and shall promptly pay the excess over to the other Secured Parties so that each Secured Party receives its rateable share; provided that if such excess amount paid over to the other Secured Party is subsequently required to be returned or rescinded, such other Secured Party shall repay such excess amount to the initial Secured Party.

(c) The security interest granted to the Secured Parties collectively under this Agreement ranks equally and rateably among the Secured Parties regardless of (a) the time or order of attachment or perfection of any Secured Party's interest in the Collateral, (b) the time or order of registration of any financing statement or financing change statement in respect of the Collateral, (c) the time any Secured Party became a party to this Agreement, including as an Additional Secured Party, or (d) any rule of law or equity to the contrary, including any priority that might otherwise be accorded by the PPSA or at common law to a Secured Party by virtue of any such attachment, perfection or registration. Each Secured Party waives any right to assert priority over any other Secured Party hereunder and agrees that its rights against the Collateral are as set out in this Agreement notwithstanding anything in the PPSA or otherwise to the contrary.

10. Power of Attorney. The Corporation hereby irrevocably constitutes and appoints, solely upon the occurrence of a Majority Enforcement Event, the Majority Secured Parties (or an agent or a Secured Party appointed by the Majority Secured Parties), as the Corporation's true and lawful attorney, with full power of substitution and with full authority in the place and stead of the Corporation and in the name of the

Corporation or otherwise, to take any action and to execute any instrument from time to time which the Majority Secured Parties may deem necessary or advisable to accomplish the purposes of this Agreement.

11. Appointment of Majority Secured Parties. Each Secured Party hereby appoints and authorizes the Majority Secured Parties to take actions on its behalf and exercise powers that the Majority Secured Parties may take and exercise hereunder, together with such powers and actions reasonably incidental thereto. All powers exercised and actions taken hereunder by the Majority Secured Parties are binding on all Secured Parties. The Majority Secured Parties have no fiduciary or other implied duties to the Secured Parties, no duty to take any discretionary action or exercise any discretionary rights, and no duty to disclose any information about the Corporation. No Majority Secured Party is liable to any other Secured Party under or in connection with this Agreement in the absence, as determined by a court of competent jurisdiction by final and non-appealable judgment, of its own gross negligence or willful misconduct.

12. Release and Discharge of Collateral. The Secured Parties shall promptly release any Collateral from the security interest that is sold, disposed of, or otherwise transferred by the Corporation or as otherwise approved by the Majority Secured Parties. Upon the repayment in full, conversion in full of the Note, or termination of the Note, the applicable Noteholders' rights hereunder as Secured Party are automatically terminated, and such Secured Parties shall promptly release the Corporation hereunder and discharge their PPSA financing statements filed in connection herewith. The Secured Parties shall execute and deliver to the Corporation all agreements, documents, PPSA discharges and amendments, and instruments reasonably requested by the Corporation in connection with a release, discharge, and/or termination given in accordance with this Section 12.

13. Additional Secured Parties. From time to time, Additional Holders under the Note may become Secured Parties (an "**Additional Secured Party**") under this Agreement by executing and delivering to the Corporation an additional Secured Party supplement (an "**Additional Secured Party Supplement**") substantially in the form of Exhibit A attached hereto. Upon execution of an Additional Secured Party Supplement, (a) such Additional Secured Party is a party to this Agreement as Secured Party, is bound by this Agreement and has the same rights and is subject to the same obligations as a Secured Party hereunder, and the Principal Amount of such Additional Secured Party under its Note is a Secured Obligation and (b) the Secured Parties agree to amend the PPSA financing statement registered in connection with this GSA to add such Additional Secured Party.

14. Amendments. No amendment or waiver of, and no consent under, any provision of this Agreement will be effective unless in writing signed by the Corporation and the Majority Secured Parties, and any such amendment, waiver or consent signed by the Majority Secured Parties and the Corporation will be binding on all Secured Parties. Notwithstanding the foregoing, no amendment, waiver or consent will, without the written consent of each Secured Party affected thereby: (a) release all or substantially all of the Collateral, except as otherwise permitted under this Agreement; or (b) change the definition of "Event of Default", "Majority Enforcement Event", "Majority Secured Parties", Section 9, or this Section.

15. Acknowledgement and Waiver. The Corporation acknowledges receipt of a fully executed copy of this Agreement. To the extent permitted by law, the Corporation hereby waives its right to receive a copy of any financing statement, financing change statement or verification or confirmation statement registered or received by or on behalf of a Secured Party in connection with a Secured Party's interest in the Collateral.

16. No Waiver and Cumulative Remedies. The Secured Parties shall not by any act, delay, indulgence, omission or otherwise be deemed to waive any right or remedy hereunder or to have acquiesced in any Event of Default. All rights and remedies of the Secured Parties herein provided are cumulative and are not exclusive but each shall be in addition to any rights or remedies provided by contract, law or in equity.

17. Subordination to 1st Lien BMO Debt. The Secured Parties acknowledge that the security interest granted under this Agreement is subordinate to the security interest granted by the Corporation to the Bank of Montreal in connection with the indebtedness of the Corporation to Bank of Montreal under the letter of agreement – amendment & restatement dated September 23, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "**BMO Indebtedness**") between the Corporation and Bank of Montreal. Each Secured Party shall, and the Majority Secured Parties may on behalf of all Secured Parties, promptly enter into a subordination agreement with Bank of Montreal, in form and substance satisfactory to the Corporation, acting reasonably, subordinating the security interest granted under this Agreement to the security interest granted by the Corporation to the Bank of Montreal in connection with the BMO Indebtedness. Each Secured Party irrevocably authorizes the Majority Secured Parties to negotiate, execute and deliver such subordination agreement, and any amendments thereto, on its behalf, and agrees that such subordination agreement, once executed by the Majority Secured Parties, will be binding on all Secured Parties.

18. Notices. All notices, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the relevant subscription agreement and shall be given in the manner and become effective as set forth in the Note.

19. Assignment. This Agreement will enure to the benefit of each Secured Party, and such Secured Party's heirs, administrators, executors, legal personal representatives, successors and permitted assigns and will be binding upon the Corporation and its successors (including by way of amalgamation) and permitted assigns. A Secured Party may only assign its rights under this Agreement if the Corporation has consented to the assignment of such Secured Party's rights under its Note.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Secured Party hereby irrevocably submits to the jurisdiction of the courts of the Province of Alberta in respect of any action, suit or any other proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

21. Counterpart Execution. This Agreement may be executed in separate counterparts and delivered by electronic facsimile or email and, when so executed and delivered, will be deemed to be an original, all of which taken together will constitute one and the same agreement, and production of an originally executed or copy of each counterpart execution page hereof shall be sufficient for purposes of proof of the execution and delivery of this Agreement.

22. Further Assurances. The Corporation shall promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, and that the Majority Secured Parties reasonably request to create and maintain the validity, perfection or priority of and protect the security interest granted hereby or to enable the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to any Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

A PARENT MEDIA CO. INC.

Signed by:
Per: Neil Gruninger
86738D90E58041C...
Neil Gruninger

Signed by: Charla Kim Smith
77749062F49B499...
SIGNED BY: James R. Lites & Charla Kim Smith
7E6331B4800749D...
JAMES R. LITES & CHARLA KIM SMITH, JOINTLY

Signed by: Doug Nyhoff
D16BAADC82E14EB...
DOUGLAS G. NYHOFF

TRIWEST PRIVATE CAPITAL GROWTH FUND, L.P.

Signed by: Jon D. Spencer
1E34F4E38A9D449...
Name: Jon Spencer, Authorized Signatory

TEAM CANADA SSM LLC

Signed by: Tom Greco
E8787E402E07445...
Name: Thomas Greco, Manager

DocuSigned by: Joseph DePinto
CF24ABAA93A6403...
JOSEPH M. DEPINTO

EXHIBIT A

Form of Additional Secured Party Supplement

Reference is made to the general security agreement dated [●], 2026 (as amended, restated, supplemented or otherwise modified from time to time, the "**GSA**") entered into by the Corporation in favour of the secured parties party thereto. Terms that are not otherwise defined herein will have the meanings given to such terms in the GSA.

1. Additional Secured Party. The undersigned (the "**Additional Secured Party**") is delivering this Additional Secured Party Supplement to the Corporation pursuant to Section 13 of the GSA, and effective upon the Additional Secured Party becoming an Additional Holder under its Note and delivering a signed copy of this supplement to the Corporation, the Additional Secured Party and the Corporation agree that:

(a) such Additional Secured Party is a party to the GSA as a Secured Party, is bound by the GSA and has the same rights and is subject to the same obligations as a Secured Party thereunder and the Principal Amount of such Additional Secured Party under its Note is a Secured Obligation;

(b) each reference to a "Secured Party" or a "Noteholder" in the GSA includes the Additional Secured Party;

(c) under the GSA, as security for the payment and performance of the Secured Obligations, the Corporation has granted to the Secured Parties (including the Additional Secured Party) collectively, and has created, a general and continuing security interest in favour of the Secured Parties (including the Additional Secured Party) collectively, in and to all of the Corporation's right, title and interest in and to the Collateral.

2. Further Assurances. The Additional Secured Party and the Corporation shall execute and deliver such documents and take such actions as may be determined reasonably necessary or desirable to give effect to the provisions and purposes of this Agreement, including amending the PPSA financing statement registered in connection with the GSA.

3. Governing Law, Counterpart Execution. Section 20 (*Governing Law*) and Section 21 (*Counterpart Execution*) of the GSA are incorporated by reference herein *mutatis mutandis*.

[ADDITIONAL SECURED PARTY]

A PARENT MEDIA CO. INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE A
SECURED PARTIES

Noteholders	Net Funding Amount (US\$)	Principal Amount (US\$)
James R. Lites & Charla Kim Smith, jointly	\$400,000.00	\$800,000.00
Douglas G. Nyhoff	\$400,000.00	\$800,000.00
TriWest Private Capital Growth Fund, L.P.	\$400,000.00	\$800,000.00
Team Canada SSM LLC	\$400,000.00	\$800,000.00
Joseph M. DePinto	\$400,000.00	\$800,000.00

This is **Exhibit "7"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

Search ID #: Z20468266

Transmitting Party

Bennett Jones LLP
4500, 855 2nd Street SW
Calgary, AB T2P 4K7

Party Code: 60007906
Phone #: 403 298 3002
Reference #: 69190-243/JR/cr

Search ID #: Z20468266

Date of Search: 2026-Aug-26

Time of Search: 12:22:15

Business Debtor Search For:

A PARENT MEDIA CO. INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z20468266

Business Debtor Search For:

A PARENT MEDIA CO. INC.

Search ID #: Z20468266

Date of Search: 2026-Aug-26

Time of Search: 12:22:15

Registration Number: 19011117671

Registration Date: 2019-Jan-11

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2029-Jan-11 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

23120117317

Renewal

2023-Dec-01

Debtor(s)

Block

Status

1 A PARENT MEDIA CO. INC.
310-815 1 ST SW
CALGARY, AB T2P 1N3

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET
TORONTO, ON M5B 2L7

Current

Collateral: General

Block

Description

Status

1 LF269 Collateral described as United States Dollar Term

2 Deposit #0511-9999-424 in the principal amount of United

3 States Dollar \$50,000.00. Proceeds - all present and

4 after-acquired property.

Current

Current

Current

Current

Search ID #: Z20468266

Business Debtor Search For:

A PARENT MEDIA CO. INC.

Search ID #: Z20468266

Date of Search: 2026-Aug-26

Time of Search: 12:22:15

Registration Number: 22102612634

Registration Date: 2022-Oct-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Oct-26 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 A PARENT MEDIA CO. INC.
320, 333 - 24 AVENUE SW
CALGARY, AB T2S 3E6

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
595 - 8 AVENUE SW
CALGARY, AB T2P 1G1
Email: CLST.RegistryConfirmations@bmo.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z20468266

Business Debtor Search For:

A PARENT MEDIA CO. INC.

Search ID #: Z20468266

Date of Search: 2026-Aug-26

Time of Search: 12:22:15

Registration Number: 26080733373

Registration Date: 2026-Aug-07

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Aug-07 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

26081720104

Amendment

2026-Aug-17

Debtor(s)

Block

Status

Current

1 A PARENT MEDIA CO. INC.
SUITE 320, 333 - 24TH AVENUE SW
CALGARY, AB T2S 3E6

Secured Party / Parties

Block

Status

Current

1 GESTION CHAMARIN INC.
117 NOTRE-DAME EST
VICTORIAVILLE, QC G6P 3Z9
Email: cpellerin@ppgca.com

Block

Status

Current

2 LITES & ASSOCIATES, LLC
6380 CAROLINE DR.
FRISCO, TX 75034
Email: j.lites@kidoodle.tv

Block

Status

Current

3 RICHARD WOJCIECHOWSKI TRUST
1000 CIVIC CIRCLE
LEWISVILLE, TX 75067
Email: rickw@pkwycon.com

Search ID #: Z20468266

Block

4 TEAM CANADA SSM LLC
6525 BANDERA AVE, SUITE 2B
DALLAS, TX 75225
Email: trgreco1@gmail.com

Status

Current

Block

5 THE BIRD FAMILY TRUST
1801 DEER PATH
FLOWER MOUND, TX 75022
Email: lewisbird3@yahoo.com

Status

Current

Block

6 TRIWEST PRIVATE CAPITAL GROWTH FUND, L.P.
4600, 400 - 3RD AVENUE SW
CALGARY, AB T2P 4H2
Email: jspencer@triwest.ca

Status

Current

Block

7 JGE LEGACY TRUST
2306 CEDAR ELM TERRACE
WESTLAKE, TX 76252
Email: jgelmer6@hotmail.com

Status

Current

Block

8 NYHOFF, DOUGLAS, G.
401 QUAY COMMONS, PH1902
SARASOTA, FL 34236
Email: dougnyhoff@gmail.com

Status

Current

Block

9 SKOLLY, JAEME
1851 725 - 23RD AVENUE S.E.
CALGARY, AB T2G 1N7
Email: jaeme@a-1concrete.com

Status

Current

Block

10 LITES, JAMES, R.
6380 CAROLINE DR.
FRISCO, TX 75034
Email: j.lites@kidoodle.tv

Status

Current

Search ID #: Z20468266

Block

11 CHARLA KIM SMITH, JAMES R. LITES, AND
6380 CAROLINE DR.
FRISCO, TX 75034
Email: j.lites@kidoodle.tv

Status

Deleted by
26081720104

Block

12 PETERSEN, NATHAN
2 LAKE DR
CONROE, TX 73384
Email: n8petersen@gmail.com

Status

Current

Block

13 DAVID, RALPH
4108 LUDLUM CT
FLOWER MOUND, TX 75022
Email: rlameridavid@gmail.com

Status

Current

Block

14 SIMMONS, RICHARD
1851 BROKEN BEND DR.
WESTLAKE, TX 76262
Email: rsimmons@ireg.us

Status

Current

Block

15 MCQUATE, RON
3750 LAS VEGAS BLVD. SOUTH, UNIT 3301
LAS VEGAS, NV 89158
Email: ronmcquate@yahoo.com

Status

Current

Block

16 SHERIDAN, TRAVIS
4756 HANOVER DR
FLOWER MOUND, TX 75028
Email: tsheridan@pkwycon.com

Status

Current

Block

17 JAMES R. LITES & CHARLA KIM SMITH, JOINTLY
6380 CAROLINE DR.
FRISCO, TX 75034
Email: j.lites@kidoodle.tv

Status

Current by
26081720104

Search ID #: Z20468266

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE FULL ADDRESS FOR DEBTOR "TRIWEST PRIVATE CAPITAL GROWTH FUND, L.P." IS AS FOLLOWS C/O TRIWEST PRIVATE CAPITAL INC. 4600, 400 - 3RD AVENUE SW CALGARY, AB T2P 4H2	Current

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	THE FULL NAME FOR SECURED PARTY "JAMES R. LITES AND CHARLA KIM SMITH" IS AS FOLLOWS JAMES R. LITES & CHARLA KIM SMITH, JOINTLY EMAIL ADDRESSES FOR NOTICE PURPOSES ARE: J.LITES@KIDOODLE.TV KPERHAPS19@GMAIL.COM	Current

Search ID #: Z20468266

Business Debtor Search For:

A PARENT MEDIA CO. INC.

Search ID #: Z20468266

Date of Search: 2026-Aug-26

Time of Search: 12:22:15

Registration Number: 26082620779

Registration Date: 2026-Aug-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2031-Aug-26 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 A PARENT MEDIA CO. INC.
SUITE 320, 333 - 24TH AVENUE SW
CALGARY, AB T2S 3E6

Secured Party / Parties

Block

Status

Current

1 TEAM CANADA SSM LLC
6525 BANDERA AVE, SUITE 2B
DALLAS, TX 75225
Email: trgreco1@gmail.com

Block

Status

Current

2 TRIWEST LOWER MID-MARKET FUND I, L.P.
4600, 400 - 3RD AVENUE SW
CALGARY, AB T2P 4H2
Email: ddeluca@triwest.ca

Block

Status

Current

3 NYHOFF, DOUGLAS, G.
401 QUAY COMMONS, PH1902
SARASOTA, FL 34236
Email: dougnyhoff@gmail.com

Block

Status

Current

4 LITES, JAMES, R.
6380 CAROLINE DR.
FRISCO, TX 75034
Email: J.Lites@kidoodle.TV

Search ID #: Z20468266

Block

5 SMITH, CHARLA, KIM
6380 CAROLINE DR.
FRISCO, TX 75034
Email: KPERHAPS19@gmail.com

Status

Current

Block

6 DEPINTO, JOSEPH, M.
2212 VAQUERO ESTATES BLVD
WESTLAKE, TX 76262
Email: josephdepinto@yahoo.com

Status

Current

Collateral: General

Block **Description**

1 All present and after-acquired personal property of the Debtor.

Status

Current

Particulars

Block **Additional Information**

1 Secured Party nos. 4 and 5 hold the security interest jointly.

Status

Current

Result Complete

This is **Exhibit "8"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

GENERAL SECURITY AGREEMENT

This General Security Agreement dated as of June 29, 2026 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, this "**Agreement**"), made by A Parent Media Co. Inc. (the "**Corporation**"), in favour of the Secured Parties (defined below) is entered into in consideration of, among other things, the amendment and extension of the convertible notes listed in Schedule A (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Notes**") and the holders thereunder (the "**Secured Parties**"). Capitalized terms used but not defined herein have the meanings given to them in the Notes or the *Personal Property Security Act* (Alberta) (the "**PPSA**"), as applicable.

1. Grant of Security Interest. As security for the payment and performance of the Secured Obligations (defined below), the Corporation hereby grants to the Secured Parties collectively, and hereby creates, a general and continuing security interest in favour of the Secured Parties collectively, in and to all of the Corporation's right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

- (a) all present and after-acquired property, assets and undertaking of the Corporation of every kind and nature whatsoever;
- (b) all Proceeds and products of each of the foregoing;
- (c) all books and records relating to the foregoing, including in any form or medium;
- (d) all supporting obligations relating to the foregoing; and
- (e) all additions, accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing.

The Secured Parties shall collectively hold a single security interest, and no Secured Party shall hold an independent or separate security interest in the Collateral. Unless otherwise expressly provided in this Agreement, no Secured Party may independently exercise any right or remedy with respect to the security interest granted hereunder or the Collateral, including enforcing against, releasing, discharging or subordinating such security interest or the Collateral, or amending, waiving or terminating this Agreement, except in accordance with the terms of this Agreement. The last day of the term of any lease now held or hereafter acquired by the Corporation is excluded from the security interest hereby created, but if the Secured Parties enforce against the Collateral, the Corporation shall hold such last day in trust for the Secured Parties and shall assign the same to any Person as directed by the Majority Secured Parties (defined below). The Collateral does not include any Consumer Goods.

2. Attachment of Security Interest; PPSA Registration. The Corporation acknowledges that value has been given, that the Corporation has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of the security interest created by this Agreement. The Corporation acknowledges that such security interest attaches to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Corporation acquires rights in such after-acquired Collateral. The Corporation authorizes the Secured Parties (and their counsel) from time to time to register and amend such financing statements and financing change statements as the Secured Parties reasonably consider necessary or desirable to perfect, continue or amend the security interest granted hereunder.

3. Secured Obligations. The Collateral secures the payment and performance of all present and future obligations of the Corporation to each Secured Party from time to time under its respective Note, whether

primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, whether the indebtedness is reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether incurred by the Corporation alone or with another or others and whether as a principal or surety, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, together with all fees, costs, legal fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities related thereto (all such obligations, covenants, duties, debts, liabilities, sums and expenses set forth in this Section 3 being herein collectively called the "**Secured Obligations**").

4. Representations and Warranties. The Corporation represents and warrants as follows:

- (a) Its executive office, place of business and the primary location of Collateral, including books and records, is Suite 320, 333 – 24th Avenue SW, Calgary, Alberta T2S 3E6.
- (b) It is the legal and beneficial owner of all Collateral free of Liens prohibited by the Notes.
- (c) It is a valid and subsisting corporation under the laws of Alberta and has the power, capacity, authority and legal right to grant a security interest in the Collateral, execute and deliver this Agreement and perform its obligations under this Agreement, and the full and correct name of the Corporation is as set forth on the first page of this Agreement.
- (d) This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, arrangement, or other similar laws affecting creditors' rights generally and subject to equitable principles.

5. Covenants. The Corporation covenants as follows:

- (a) The Corporation shall not, without providing prompt written notice to the Secured Parties, change its legal name, jurisdiction of incorporation or formation, or province in which its registered office, chief executive office or principal place of business is located. The Corporation will, promptly following any such change, take all actions reasonably requested by the Secured Parties to maintain the perfection and priority of the Secured Parties security interest in the Collateral.
- (b) The Corporation shall, at its own cost and expense, defend title to the Collateral and the security interest of the Secured Parties therein against the claim or demand of any person claiming against or through the Corporation and shall maintain and preserve such perfected security interest for so long as this Agreement shall remain in effect.
- (c) The Corporation shall provide the Secured Parties with any information concerning the Collateral, the Corporation or its business as the Majority Secured Parties may reasonably request.
- (d) The Corporation shall insure the Collateral against loss or damage by fire and such other risks and hazards, in such amounts, as the Majority Secured Parties may reasonably require.
- (e) The Corporation will make and maintain all filings, registrations and records necessary to maintain its rights in its intellectual property.

6. Events of Default. An Event of Default shall exist upon the occurrence of any of the following specified events (each, an "**Event of Default**"): (a) the Corporation fails to observe, perform or comply with any covenant or any other provision of this Agreement and such failure continues for 30 days after

written notice thereof is delivered to the Corporation by a Secured Party; (b) any representation or warranty made by the Corporation in this Agreement fails to be true and correct in any material respect when made and, if capable of being cured, such failure occurs for 30 days after written notice thereof is delivered to the Corporation by a Secured Party; or (c) a Holder (as defined in a Note) has declared its entire Principal Amount and any accrued but unpaid interest immediately due and payable under such Note (each such Note, an "**Accelerated Note**").

7. Majority Enforcement Event. Upon the occurrence and continuance of an Event of Default, the Majority Secured Parties may by written notice to the Corporation realize upon the Collateral and immediately enforce the rights and remedies of the Secured Parties pursuant to Section 8 (a "**Majority Enforcement Event**"); provided that, in determining whether a Majority Enforcement Event has occurred, if such Event of Default has occurred and is continuing under clause (c) of the definition thereof, only a Secured Party holding an Accelerated Note may count as a 'Majority Secured Party', including for purposes of meeting the 50% threshold in the definition thereof. In this Agreement: "**Majority Secured Parties**" means Secured Parties holding more than 50% of the combined aggregate outstanding principal amount of the Notes.

8. Remedies. Upon the occurrence of a Majority Enforcement Event, the Majority Secured Parties, on behalf of all Secured Parties, may by notice to the Corporation realize upon the Collateral and immediately enforce the rights and remedies of the Secured Parties hereunder, including:

- (a) the Majority Secured Parties may assert all rights and remedies of a secured party under the PPSA or other applicable law;
- (b) the Majority Secured Parties may take such steps as they consider desirable to maintain, preserve or protect the Collateral or its value;
- (c) the Majority Secured Parties may take possession of the Collateral by carrying on all or any part of the business of the Corporation and may, to the exclusion of all others, including the Corporation, enter upon, occupy and use any of the land and premises, buildings, plants and undertakings owned, occupied or used by the Corporation and may use any of the tools, machinery, equipment, intangibles (including intellectual property) of the Corporation for such time as the Majority Secured Parties see fit, free of charge and without liability, in order to carry on the business of the Corporation; and the Majority Secured Parties will not be liable to the Corporation for any neglect in so doing (other than gross negligence or wilful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction) or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (d) the Majority Secured Parties may exercise and enforce all rights and remedies of the Corporation with respect to the Collateral, including collecting or compromising all or any of the Corporation's Accounts;
- (e) the Majority Secured Parties may sell, lease, licence, or otherwise dispose of all or any part of the Collateral by private sale, public sale or otherwise, and upon such other terms and conditions as the Majority Secured Parties may deem commercially reasonable;
- (f) the Majority Secured Parties may apply to a court of competent jurisdiction for the appointment of, or may appoint in writing, any person or persons (whether an officer or employee of the Secured Party or not) to be a receiver, manager, interim receiver, or receiver and manager (collectively, "**Receiver**"), of the Collateral or any part of the Collateral and remove or replace any person so appointed. Any Receiver so appointed shall (i) have, in addition to any other powers

afforded by the law, the same powers and authorities afforded to the Majority Secured Parties under this Agreement; (ii) act as agent for the Corporation and not any Secured Party, and no Secured Party shall in any way be responsible for any of the actions of the Receiver, its employees, agents and contractors; and (iii) be removed at the discretion of the Majority Secured Parties and a replacement appointed by the Majority Secured Parties; and

(g) the Majority Secured Parties may retain the Collateral on behalf of the Secured Parties in satisfaction of the Secured Obligations.

The Secured Parties shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Parties, the Corporation or any other person, in respect of the Collateral.

9. Distribution of Proceeds; Pro Rata Sharing; Priority.

(a) Following a Majority Enforcement Event, all Collateral (including Proceeds thereof) received by the Secured Parties pursuant to the realization or enforcement of their rights and remedies under Section 8 or otherwise in their possession shall be applied as follows: *first* to the payment in full of expenses incurred by the Majority Secured Parties in connection with a Majority Enforcement Event or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including reasonable legal and Receivers' fees; *second* to be repaid in full to the Secured Parties rateably in proportion to their respective Principal Amounts under their Notes (if an Event of Default has not occurred under a Note, such Collateral to be repaid to the Secured Party thereunder shall be repaid as a prepayment thereunder); and *third* any surplus shall be transferred to the Corporation or to whomsoever may be lawfully entitled to receive such surplus. The Corporation shall remain liable for any deficiency if such Collateral is insufficient to repay the Secured Parties in full.

(b) If any Secured Party receives any payment or recovery in excess of its rateable share, such Secured Party shall hold such excess in trust for the other Secured Parties and shall promptly pay the excess over to the other Secured Parties so that each Secured Party receives its rateable share; provided that if such excess amount paid over to the other Secured Party is subsequently required to be returned or rescinded, such other Secured Party shall repay such excess amount to the initial Secured Party.

(c) The security interest granted to the Secured Parties collectively under this Agreement ranks equally and rateably among the Secured Parties regardless of (a) the time or order of attachment or perfection of any Secured Party's interest in the Collateral, (b) the time or order of registration of any financing statement or financing change statement in respect of the Collateral, (c) the time any Secured Party became a party to this Agreement, or (d) any rule of law or equity to the contrary, including any priority that might otherwise be accorded by the PPSA or at common law to a Secured Party by virtue of any such attachment, perfection or registration. Each Secured Party waives any right to assert priority over any other Secured Party hereunder and agrees that its rights against the Collateral are as set out in this Agreement notwithstanding anything in the PPSA or otherwise to the contrary.

10. Power of Attorney. The Corporation hereby irrevocably constitutes and appoints, solely upon the occurrence of a Majority Enforcement Event, the Majority Secured Parties (or an agent or a Secured Party appointed by the Majority Secured Parties), as the Corporation's true and lawful attorney, with full power

of substitution and with full authority in the place and stead of the Corporation and in the name of the Corporation or otherwise, to take any action and to execute any instrument from time to time which the Majority Secured Parties may deem necessary or advisable to accomplish the purposes of this Agreement.

11. Appointment of Majority Secured Parties. Each Secured Party hereby appoints and authorizes the Majority Secured Parties to take actions on its behalf and exercise powers that the Majority Secured Parties may take and exercise hereunder, together with such powers and actions reasonably incidental thereto. All powers exercised and actions taken hereunder by the Majority Secured Parties are binding on all Secured Parties. The Majority Secured Parties have no fiduciary or other implied duties to the Secured Parties, no duty to take any discretionary action or exercise any discretionary rights, and no duty to disclose any information about the Corporation. No Majority Secured Party is liable to any other Secured Party under or in connection with this Agreement in the absence, as determined by a court of competent jurisdiction by final and non-appealable judgment, of its own gross negligence or willful misconduct.

12. Release and Discharge of Collateral. The Secured Parties shall promptly release any Collateral from the security interest that is sold, disposed of, or otherwise transferred by the Corporation or as otherwise approved by the Majority Secured Parties. Upon the repayment in full, conversion in full, or termination of a Note, the applicable Holder's (as defined in such Note) rights hereunder as Secured Party are automatically terminated, and such Secured Party shall promptly release the Corporation hereunder and discharge its PPSA financing statements filed in connection herewith. The Secured Parties shall execute and deliver to the Corporation all agreements, documents, PPSA discharges and amendments, and instruments reasonably requested by the Corporation in connection with a release, discharge, and/or termination given in accordance with this Section 12.

13. Amendments. No amendment or waiver of, and no consent under, any provision of this Agreement will be effective unless in writing signed by the Corporation and the Majority Secured Parties, and any such amendment, waiver or consent signed by the Majority Secured Parties and the Corporation will be binding on all Secured Parties. Notwithstanding the foregoing, no amendment, waiver or consent will, without the written consent of each Secured Party affected thereby: (a) release all or substantially all of the Collateral, except as otherwise permitted under this Agreement; or (b) change the definition of "Event of Default", "Majority Enforcement Event", "Majority Secured Parties", Section 9, or this Section.

14. Acknowledgement and Waiver. The Corporation acknowledges receipt of a fully executed copy of this Agreement. To the extent permitted by law, the Corporation hereby waives its right to receive a copy of any financing statement, financing change statement or verification or confirmation statement registered or received by or on behalf of a Secured Party in connection with a Secured Party's interest in the Collateral.

15. No Waiver and Cumulative Remedies. The Secured Parties shall not by any act, delay, indulgence, omission or otherwise be deemed to waive any right or remedy hereunder or to have acquiesced in any Event of Default. All rights and remedies of the Secured Parties herein provided are cumulative and are not exclusive but each shall be in addition to any rights or remedies provided by contract, law or in equity.

16. Subordination to 1st Lien BMO Debt. The Secured Parties acknowledge that the security interest granted under this Agreement is subordinate to the security interest granted by the Corporation to the Bank of Montreal in connection with the indebtedness of the Corporation to Bank of Montreal under the letter of agreement – amendment & restatement dated September 23, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "**BMO Indebtedness**") between the Corporation and Bank of Montreal. Each Secured Party shall, and the Majority Secured Parties may on behalf of all Secured Parties, promptly enter into a subordination agreement with Bank of Montreal, in form and substance satisfactory to the Corporation, acting reasonably, subordinating the security interest granted under this Agreement to the security interest granted by the Corporation to the Bank of Montreal in connection with the BMO

Indebtedness. Each Secured Party irrevocably authorizes the Majority Secured Parties to negotiate, execute and deliver such subordination agreement, and any amendments thereto, on its behalf, and agrees that such subordination agreement, once executed by the Majority Secured Parties, will be binding on all Secured Parties.

17. Subordination to 2nd Lien Notes. The Secured Parties acknowledge that the security interest granted under this Agreement will be subordinate to the security interest to be granted by the Corporation to certain noteholders pursuant to a general security agreement (as amended, restated, supplemented or otherwise modified from time to time, the "**2nd Lien GSA**") in connection with a senior secured second lien convertible note to be issued by the Corporation to certain noteholders and a senior secured second lien note to be issued by the Corporation to certain noteholders (the holders of such notes, collectively, the "**2nd Lien Noteholders**"). Each Secured Party shall, and the Majority Secured Parties may on behalf of all Secured Parties, promptly enter into a subordination agreement with the 2nd Lien Noteholders, in form and substance satisfactory to the Corporation, acting reasonably, subordinating the security interest granted under this Agreement to the security interest granted pursuant to the 2nd Lien GSA. Each Secured Party irrevocably authorizes the Majority Secured Parties to negotiate, execute and deliver such subordination agreement, and any amendments thereto, on its behalf, and agrees that such subordination agreement, once executed by the Majority Secured Parties, will be binding on all Secured Parties.

18. Notices. All notices, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the relevant subscription agreement and shall be given in the manner and become effective as set forth in the Notes.

19. Assignment. This Agreement will enure to the benefit of each Secured Party, and such Secured Party's heirs, administrators, executors, legal personal representatives, successors and permitted assigns and will be binding upon the Corporation and its successors (including by way of amalgamation) and permitted assigns. A Secured Party may only assign its rights under this Agreement if the Corporation has consented to the assignment of such Secured Party's rights under its Note.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Secured Party hereby irrevocably submits to the jurisdiction of the courts of the Province of Alberta in respect of any action, suit or any other proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

21. Counterpart Execution. This Agreement may be executed in separate counterparts and delivered by electronic facsimile or email and, when so executed and delivered, will be deemed to be an original, all of which taken together will constitute one and the same agreement, and production of an originally executed or copy of each counterpart execution page hereof shall be sufficient for purposes of proof of the execution and delivery of this Agreement.

22. Further Assurances. The Corporation shall promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, and that the Majority Secured Parties reasonably request to create and maintain the validity, perfection or priority of and protect the security interest granted hereby or to enable the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to any Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

A PARENT MEDIA CO. INC.

Signed by:
Per: Mil Gruninger
86736D99E58941C...

DocuSigned by:
Travis Sheridan
7E2D74B0660C4A4...
TRAVIS SHERIDAN

DocuSigned by:
Nate Petersen
D0C0758C2A7B9F...
NATHAN PETERSEN

JGE LEGACY TRUST

Signed by:
Per: Mil Gruninger
86736D99E58941C...
Name: John Elmer, Trustee

Signed by:
James R. Lites
7771D362F40D438...
JAMES R. LITES

DocuSigned by:
Ralph David
D00950496AB043B...
RALPH DAVID

DocuSigned by:
Richard Simmons
82D79B8BE9D403...
RICHARD SIMMONS

**TRIWEST PRIVATE CAPITAL GROWTH
FUND, L.P.**

Signed by:
Per: Jon D. Spencer
1E34F4E39A9D449...
Name: Jon Spencer, Authorized Signatory

THE BIRD FAMILY TRUST

Signed by:
Per: Lewis L. Bird III
025E04F73101442...
Name: Lewis L. Bird III, Trustee

RICHARD WOJCIECHOWSKI TRUST

DocuSigned by:
Per: RICHARD WOJCIECHOWSKI
A10B91F63BF048C...
Name: Richard Wojciechowski, Trustee

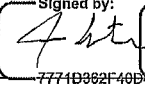
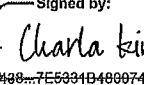
GESTION CHAMARIN INC.

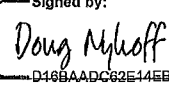
DocuSigned by:
Per: Charles Pellerin
47807C16B5A5443...
Name: Charles Pellerin, Authorized Signatory

TEAM CANADA SSM LLC

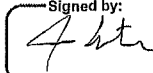
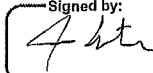
Signed by:
Per: Tom Greco
E8787E4C2E37445...
Name: Thomas Greco, Manager

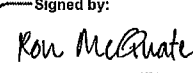
Signed by:
Jaeme Skolly
EC505460634448C...
JAEME SKOLLY

Signed by:  Signed by: 
7771D362F40D438...7E5331D4880749D...
**JAMES R. LITES & CHARLA K.
SMITH, JOINTLY**

Signed by: 
D48BAADC62E14EB...
DOUGLAS G. NYHOFF

LITES & ASSOCIATES, LLC

Signed by: 
Per: 
7771D362F40D438...
Name: James R. Lites, Authorized Signatory

Signed by: 
4E7495E93359470...
RON MCQUATE

SCHEDULE A
SECURED PARTIES

Noteholders	Number	Issue Date	Principal Amount
Travis Sheridan	2025-001	30-Jun-25	\$75,000.00
Nathan Petersen	2025-002	30-Jun-25	\$50,000.00
JGE Legacy Trust	2025-003	30-Jun-25	\$500,000.00
James R. Lites	2025-004	30-Jun-25	\$2,000,000.00
Ralph David	2025-005	30-Jun-25	\$50,000.00
TriWest Private Capital Growth Fund, L.P.	2025-006	30-Jun-25	\$2,000,000.00
The Bird Family Trust	2025-007	30-Jun-25	\$2,000,000.00
Richard Wojciechowski Trust	2025-008	30-Jun-25	\$500,000.00
Gestion Chamarin Inc.	2025-009	17-Jul-25	\$10,000,000.00
Team Canada SSM LLC	2025-010	21-Jul-25	\$2,000,000.00
Richard Simmons	2025-011	29-Jul-25	\$1,000,000.00
Jaeme Skolly	2025-012	27-Aug-25	\$1,000,000.00
Jaeme Skolly	2025-012	29-Nov-25	\$50,000.00
James R. Lites & Charla K. Smith, jointly	2025-013	01-Dec-25	\$800,000.00
Douglas G. Nyhoff	2025-014	29-Dec-25	\$500,000.00
Douglas G. Nyhoff	2026-001	08-Jan-26	\$500,000.00
The Bird Family Trust	2026-002	08-Jan-26	\$1,000,000.00
James R. Lites & Charla Kim Smith, jointly	2026-003	08-Jan-26	\$1,000,000.00
Team Canada SSM LLC	2026-004	08-Jan-26	\$1,000,000.00
Lites & Associates, LLC	2026-007	06-Feb-26	\$250,000.00
Ron McQuate	2026-008	11-Feb-26	\$100,000.00
Team Canada SSM LLC	2026-009	02-Apr-26	\$1,000,000.00

This is **Exhibit "9"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

APPOINTMENT OF HOLDER REPRESENTATIVE

This Appointment of Holder Representative (this "**Appointment**") is made by each of the undersigned holders (collectively, the "**Holders**") and accepted by the initial Holder Representative effective as of August 25, 2026.

WHEREAS:

- A. A Parent Media Co. Inc. (the "**Corporation**") issued a senior secured second lien convertible note dated as of June 29, 2026 (as amended, amended and restated, renewed, increased, extended, supplemented, replaced or otherwise modified from time to time, the "**Note**") in favour of the Holders;
- B. The Note is secured by a general security agreement dated as of June 29, 2026, made by the Corporation in favour of the Holders (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**GSA**"); and
- C. The Holders wish to appoint Dino DeLuca as their representative to communicate, coordinate and, when directed by the Required Holders, act for the Holders in connection with the Note and the GSA, as more particularly set forth in this Appointment (the "**Holder Representative**").

NOW THEREFORE, the Holders agree as follows:

- 1. Defined Terms. Capitalized terms used but not defined in this Appointment have the meanings given to them in the Note or, as applicable, the GSA.
- 2. Appointment. Each Holder appoints and authorizes Dino DeLuca as the Holder Representative for the Holders in connection with the Note and the GSA. The Holder Representative may take the actions expressly permitted by this Appointment and any related administrative actions reasonably needed to carry them out. Any action taken, document signed or communication delivered by the Holder Representative within this Appointment and in accordance with the direction of the Required Holders is binding on each Holder to the same extent as if taken, signed or delivered directly by that Holder.
- 3. Communications and Coordination. The Holder Representative may, without further direction, handle routine communications and coordination for the Holders, including to:
 - (a) communicate with the Corporation, the Corporation's creditors, any Receiver or court-appointed trustees or representatives for the Corporation, and each of their respective representatives;
 - (b) request and receive information and other materials that the Holders are entitled to receive under the Note or the GSA;
 - (c) circulate information and communications to the Holders; and
 - (d) coordinate meetings, calls, consents, approvals and directions among the Holders.
- 4. Actions Directed by Required Holders. When directed in writing by the Required Holders, the Holder Representative may, for and on behalf of the Holders:

- (a) deliver notices, demands, waivers, consents, approvals, instructions and directions;
- (b) sign and deliver documents for and on behalf of the Holders;
- (c) communicate decisions and instructions of the Required Holders to the Corporation or any third party; and
- (d) coordinate actions relating to amendments, waivers, consents, defaults, enforcement, releases, discharges, distributions and other matters under the Note or the GSA;

and, the Holder Representative is hereby directed by the Required Holders to (i) give notice of default to the Corporation under the Note and GSA, (ii) issue to the Corporation a Notice of Intention to Enforce Security, (iii) apply to the court for the appointment of a receiver under the GSA, and (iv) all other matters ancillary to the foregoing.

5. Directions; Evidence of Approval. The Holder Representative may rely on a written direction that identifies the matter, states that it is given by the Required Holders and is accompanied by reasonable evidence of approval by the Required Holders. Such approval may be given in counterparts and may consist of emails, electronic approvals or separate written instruments that together evidence the approval of Required Holders.
6. Limits on Authority. This Appointment is an arrangement among the Holders only and does not amend, supplement or waive any provision of the Note or the GSA. If this Appointment conflicts with the Note or the GSA, the Note or the GSA governs.
7. Limited Duties and Protections. The Holder Representative's duties are limited to the duties expressly stated in this Appointment. The Holder Representative is not a trustee, investment adviser or financial adviser to any Holder. The Holder Representative will not be liable to any Holder for an action taken or omitted in good faith under this Appointment, except for loss caused by the Holder Representative's own gross negligence, wilful misconduct or fraud.
8. Reliance and Professional Advice. The Holder Representative may rely on any notice, direction, approval, signature, record, information or professional advice that the Holder Representative reasonably believes to be genuine and may refrain from acting on conflicting, incomplete or unclear directions. If authorized by the Required Holders, the Holder Representative may engage and rely on legal counsel and other professional advisers.
9. Expenses. The Holders will reimburse the Holder Representative for any reasonable out-of-pocket expenses approved in advance by the Required Holders.
10. Resignation and Replacement. The Holder Representative may resign by giving at least 10 days' written notice to the Holders, unless the Required Holders agree to a shorter period. The Required Holders may remove the Holder Representative or appoint a successor Holder Representative at any time by written direction.
11. Governing Law. This Appointment will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
12. Counterpart Execution. This Appointment may be executed in separate counterparts and delivered by electronic facsimile or email and, when so executed and delivered, will be deemed to be an original, all of which taken together will constitute one and the same agreement, and production of

an originally executed or copy of each counterpart execution page hereof shall be sufficient for purposes of proof of the execution and delivery of this Appointment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Appointment as of the date first above written.

Signed by: James Lites (Charla) Kim Smith
F8BA9EC3CFFB440...7E5331B4800749D...
JAMES R. LITES & CHARLA KIM SMITH, JOINTLY

DocuSigned by: Douglas G. Nyhoff
13CBDD4655EA487...
DOUGLAS G. NYHOFF

TEAM CANADA SSM LLC

Signed by: Tom Greco
E8787E4C2E37445...
Per: _____
Name: Thomas Greco, Manager

DocuSigned by: Joseph DePinto
CF24ABAA03A0403...
JOSEPH M. DEPINTO

TRIWEST LOWER MID-MARKET FUND I, L.P.
By its General Partner, **TRIWEST CAPITAL PARTNERS LMM I INC.**

Signed by: Jon D. Spencer
1E34F4E39A9D440...
Per: _____
Name: Jon Spencer, Authorized Signatory

Acceptance by the initial Holder Representative:

Signed by: Dino Deluca
EEEE123885C94CE...
DINO DELUCA

This is **Exhibit "10"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

From: [Dino DeLuca](#)
To: j.spencer@aparentmedia.com; [D"Arcy Duncan](#)
Cc: duncandarcy@gmail.com
Subject: Demand and Notice of Intention to Enforce 2L Security
Date: Friday, August 28, 2026 12:42:57 PM
Attachments: [Image708881.png](#)
[Demand Letter encl NOI \(signed\) vF.pdf](#)
[Notice of Intention to Enforce Security \(signed\).pdf](#)
[Consent Receivership Order \(signed by APMC & Kidoodle\).pdf](#)

Jon & Duncan

As we discussed earlier today, attached are the signed Demand Letter, Notice of Intention to Enforce Security, and Consent Receivership Order.

I have also hand delivered the original documents to Duncan who accepted receipt on behalf of APMC and Kidoodle.

On behalf of the 2L Secured Creditors, thank you for your cooperation.

Dino

Dino DeLuca

PARTNER & CHIEF OPERATING OFFICER

DIRECT: 403-817-9665



4600, 400 - 3RD AVENUE SW, CALGARY, ALBERTA, T2P 4H2 | MAIN: 403-225-1144

WWW.TRIWEST.CA

COURT FILE NUMBER

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT DINO DELUCA, in his capacity as Holder
Representative on behalf of TEAM
CANADA SSM LLC, TRIWEST LOWER
MID-MARKET FUND I, L.P., formerly
known as TRIWEST PRIVATE CAPITAL
GROWTH FUND, L.P., DOUGLAS G.
NYHOFF, JAMES R. LITES & CHARLA
KIM SMITH, Jointly, and JOSEPH M.
DEPINTO

RESPONDENTS A PARENT MEDIA CO. INC. and
KIDOODLE, INC.

DOCUMENT **CONSENT RECEIVERSHIP ORDER**

ADDRESS FOR
SERVICE AND
CONTACT **BENNETT JONES LLP**
Barristers and Solicitors
4500 Bankers Hall East
855 – 2 Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer, K.C. / Michael Selnes / James Allan
Telephone No.: 403-298-3323 / 403-298-3311 / 780-917-4290
Fax No.: 403-265-7219
Client File No.: 69190.243

DATE ON WHICH ORDER
WAS PRONOUNCED:

September 3, 2026

LOCATION OF HEARING:

Edmonton Law Courts, Edmonton, Alberta

NAME OF JUSTICE WHO
GRANTED THIS ORDER:

The Honourable Justice J. T. Neilson

UPON the application of Dino DeLuca, in his capacity as Holder Representative on behalf of Team Canada SSM LLC, TriWest Lower Mid-Market Fund I, L.P., formerly known as TriWest Private Capital Growth Fund, L.P., Douglas G. Nyhoff, James R. Lites & Charla Kim Smith, Jointly, and Joseph M. DePinto (collectively, the "**Applicant**") in respect of A Parent Media Co. Inc.

("APMC") and Kidoodle, Inc. (collectively, the "**Debtor**"); AND UPON having read the Originating Application and the Affidavit of Dino DeLuca, sworn August ____, 2026, filed; AND UPON reading the consent of AlixPartners Restructuring, Inc. to act as receiver and manager (the "**Receiver**") of the Debtor, filed; AND UPON noting the consent of APMC endorsed hereon; AND UPON hearing counsel for the Applicant, counsel for the proposed Receiver and any other counsel or other interested parties present; IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

Appointment

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**"), section 13(2) of the *Judicature Act*, RSA 2000, c. J-2, and section 65(7) of the *Personal Property Security Act*, RSA 2000, c. P-7, AlixPartners Restructuring, Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

Receiver's Powers

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability:
 - i. to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal property, or any right in any immovable; and
 - ii. upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority;

- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and

provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of

this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

Duty to Provide Access and Co-operation to the Receiver

- 4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
- 5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such

information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

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

No Proceedings Against the Receiver

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

No Proceedings Against the Debtor or the Property

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if

such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

No Exercise of Rights of Remedies

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

No Interference with the Receiver

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

Continuation of Services

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

Receiver to Hold Funds

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

Employees

14. Subject to employees’ rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 (“**WEPPA**”).

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitations on Environmental Liabilities

16. Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- i. before the Receiver's appointment; or
 - ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph 16 exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph 16 hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- i. if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of

the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause ii below, the Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- ii. during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- iii. if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation on the Receiver's Liability

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

Receiver's Accounts

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$350,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making

of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding of the Receivership

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part

thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Allocation

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property

General

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is

authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Filing

34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://cdncases.alixpartners.com/experience/case/aparentmedia> (the "**Receiver's Website**") and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
 - i. the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - ii. any other person served with notice of the application for this Order;
 - iii. any other parties attending or represented at the application for this Order;and
 - (b) posting a copy of this Order on the Receiver's Website
- and service on any other person is hereby dispensed with.

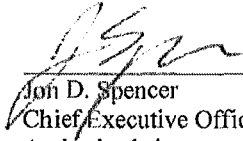
36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

CONSENTED TO this 28th day of August, 2026

A PARENT MEDIA CO. INC.

Per:

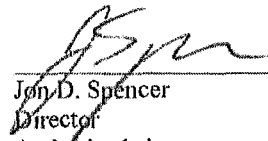


Jon D. Spencer
Chief Executive Officer and Director
Authorized signatory

CONSENTED TO this 28th day of August, 2026

KIDOODLE, INC.

Per:



Jon D. Spencer
Director
Authorized signatory

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that AlixPartners Restructuring, Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of A Parent Media Co. Inc. and Kidoodle, Inc. appointed by Order of the Court of King's Bench of Alberta (the "**Court**") dated the ____ day of September, 2026 (the "**Order**") made in action number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [\$●] being part of the total principal sum of [\$●] that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded **monthly not in advance on the [DAY] day of each month** after the date hereof at a notional rate per annum equal to the rate of [NTD: **Enter rate**] per cent above the prime commercial lending rate of [NTD: **Institution Name**] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [NTD: **Address**].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2026.

**AlixPartners Restructuring, Inc., solely in its
capacity as Receiver of the Property (as**

defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:

Dino DeLuca
#4600, 400 - 3 Avenue SW, Calgary, AB T2P 4H2
O: 403-817-9665 | Email: ddeluca@triwest.ca

August 28, 2026

Hand Delivered and Via Email

A Parent Media Co. Inc.
Suite 320, 333 – 24th Avenue SW
Calgary, Alberta T2S 3E6

Attention: Jon D. Spencer,
Chief Executive Officer
j.spencer@aparentmedia.com

Dear Sir:

Re: Demand and Notice of Intention to Enforce Security

I am the Holder Representative appointed on behalf of the second lien secured creditors (the "**2L Secured Creditors**") of A Parent Media Co. Inc. ("**APMC**"), as listed in Schedule "A" to this letter, pursuant to a Senior Secured Second Lien Convertible Note between APMC and the 2L Secured Creditors effective June 29, 2026 (the "**2L Note**") and a General Security Agreement between APMC and the 2L Secured Creditors dated June 29, 2026 (the "**GSA**"). Capitalized terms not otherwise defined herein shall bear the meanings given them in the 2L Note and in the GSA.

The following Event of Default has occurred pursuant to section 7.1(b) of the 2L Note and has not been waived in writing by the Required Holders pursuant to section 8.1 of the 2L Note:

1. APMC has become liable for other secured Indebtedness which has not been subordinated to the security in favour of the 2L Secured Creditors within 30 days of the incurrence thereof pursuant to a subordination agreement satisfactory to the Required Holders, acting reasonably, contrary to section 6.1(iii) of the 2L Note.

In accordance with section 8.1 of the 2L Note, the Holder Representative, on behalf of the Required Holders, hereby provides written notice declaring the entire Principal Amount and all other amounts to be payable under the 2L Note to be immediately due and payable. I write to demand payment of all secured indebtedness owed to the 2L Secured Creditors in the Principal Amount of U.S. \$4,000,000.00. Payment is required to be made within one (1) business day of the date of this letter.

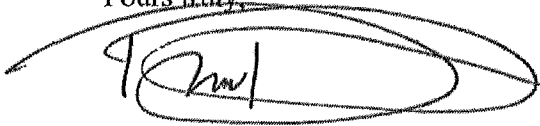
Please find enclosed for service upon you a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended. Please consent to the waiver of the 10-day notice by signing where indicated below and returning the same to our attention, by email to ddeluca@triwest.ca.

We also enclose a form of Consent Receivership Order for APMC's consent and signature. Please sign where indicated and return the same to our attention by email to ddeluca@triwest.ca.

August 28, 2026

Page 2

Yours truly,

A handwritten signature in black ink, appearing to be "Dino DeLuca", enclosed within a large, loopy oval scribble.

Dino DeLuca

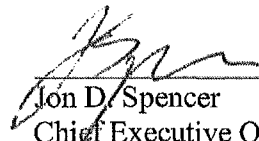
Encls.

cc: Kelsey Meyer, K.C., James McClary, Michael Selnes, James Allan – Bennett Jones LLP

A Parent Media Co. Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security served upon it pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), and consents to early enforcement by the 2L Secured Creditors of their security in advance of the expiry of ten days after sending the notice in accordance with section 244(2) of the BIA:

A PARENT MEDIA CO. INC.

Per:

A handwritten signature in black ink, appearing to be "Jon D. Spencer", written over a horizontal line.

Jon D. Spencer

Chief Executive Officer

August 28, 2026
Page 3

SCHEDULE "A"
2L SECURED CREDITORS

Team Canada SSM LLC

TriWest Lower Mid-Market Fund I, L.P., formerly known as Triwest Private Capital Growth Fund, L.P.

Douglas G. Nyhoff

James R. Lites & Charla Kim Smith, Jointly

Joseph M. DePinto

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1), *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended)

To: A Parent Media Co. Inc. (the "Debtor")

TAKE NOTICE THAT:

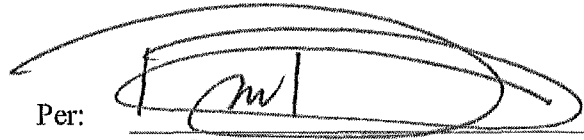
1. Dino DeLuca, as holder representative ("**Holder Representative**") on behalf of Team Canada SSM LLC, TriWest Lower Mid-Market Fund I, L.P., formerly known as Triwest Private Capital Growth Fund, L.P., Douglas G. Nyhoff, James R. Lites & Charla Kim Smith, Jointly and Joseph M. DePinto (collectively, the "**Secured Party**"), the Secured Party being a secured creditor pursuant to a Senior Secured Second Lien Convertible Note entered into between the Secured Party and the Debtor dated effective June 29, 2026 and a General Security Agreement granted by the Debtor in favour of the Secured Party dated June 29, 2026 ("**GSA**"), intends to enforce its security over the following assets, property and undertakings of the Debtor:
 - (a) all present and after-acquired personal property of the Debtor;
 - (b) all Proceeds (as defined in the GSA) and products of each of the foregoing;
 - (c) all books and records relating to the foregoing, including in any form or medium;
 - (d) all supporting obligations relating to the foregoing; and
 - (e) all additions, accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing.
2. The security that is to be enforced is the following:
 - (a) General Security Agreement dated June 29, 2026 granted by the Debtor in favour of the Secured Party;
 - (b) such further security, ancillary documents and agreements now or hereafter executed by the Debtor in favour of the Secured Party;(collectively, the "**Security**").

3. The total amount of indebtedness secured by the Security is U.S. \$4,000,000.00.
4. The Secured Party will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Calgary, Alberta this 28th day of August, 2026.

**DINO DELUCA, in his capacity as Holder
Representative on behalf of Team Canada
SSM LLC, TriWest Lower Mid-Market
Fund I, L.P., formerly known as Triwest
Private Capital Growth Fund, L.P.,
Douglas G. Nyhoff, James R. Lites &
Charla Kim Smith, Jointly and Joseph M.
DePinto**

Per:



DINO DELUCA

This is **Exhibit "11"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

Dino DeLuca
#4600, 400 - 3 Avenue SW, Calgary, AB T2P 4H2
O: 403-817-9665 | Email: ddeluca@triwest.ca

August 28, 2026

Hand Delivered and Via Email

A Parent Media Co. Inc.
Suite 320, 333 – 24th Avenue SW
Calgary, Alberta T2S 3E6

Attention: Jon D. Spencer,
Chief Executive Officer
j.spencer@aparentmedia.com

Dear Sir:

Re: Demand and Notice of Intention to Enforce Security

I am the Holder Representative appointed on behalf of the second lien secured creditors (the "**2L Secured Creditors**") of A Parent Media Co. Inc. ("**APMC**"), as listed in Schedule "A" to this letter, pursuant to a Senior Secured Second Lien Convertible Note between APMC and the 2L Secured Creditors effective June 29, 2026 (the "**2L Note**") and a General Security Agreement between APMC and the 2L Secured Creditors dated June 29, 2026 (the "**GSA**"). Capitalized terms not otherwise defined herein shall bear the meanings given them in the 2L Note and in the GSA.

The following Event of Default has occurred pursuant to section 7.1(b) of the 2L Note and has not been waived in writing by the Required Holders pursuant to section 8.1 of the 2L Note:

1. APMC has become liable for other secured Indebtedness which has not been subordinated to the security in favour of the 2L Secured Creditors within 30 days of the incurrence thereof pursuant to a subordination agreement satisfactory to the Required Holders, acting reasonably, contrary to section 6.1(iii) of the 2L Note.

In accordance with section 8.1 of the 2L Note, the Holder Representative, on behalf of the Required Holders, hereby provides written notice declaring the entire Principal Amount and all other amounts to be payable under the 2L Note to be immediately due and payable. I write to demand payment of all secured indebtedness owed to the 2L Secured Creditors in the Principal Amount of U.S. \$4,000,000.00. Payment is required to be made within one (1) business day of the date of this letter.

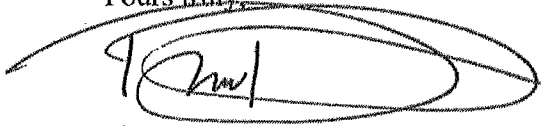
Please find enclosed for service upon you a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended. Please consent to the waiver of the 10-day notice by signing where indicated below and returning the same to our attention, by email to ddeluca@triwest.ca.

We also enclose a form of Consent Receivership Order for APMC's consent and signature. Please sign where indicated and return the same to our attention by email to ddeluca@triwest.ca.

August 28, 2026

Page 2

Yours truly,

A handwritten signature in black ink, appearing to read "Dino DeLuca", is enclosed within a large, hand-drawn oval.

Dino DeLuca

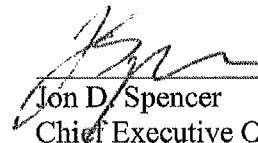
Encls.

cc: Kelsey Meyer, K.C., James McClary, Michael Selnes, James Allan – Bennett Jones LLP

A Parent Media Co. Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security served upon it pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), and consents to early enforcement by the 2L Secured Creditors of their security in advance of the expiry of ten days after sending the notice in accordance with section 244(2) of the BIA:

A PARENT MEDIA CO. INC.

Per:

A handwritten signature in black ink, appearing to read "Jon D. Spencer", is written over a horizontal line.

Jon D. Spencer

Chief Executive Officer

August 28, 2026

Page 3

SCHEDULE "A"
2L SECURED CREDITORS

Team Canada SSM LLC

TriWest Lower Mid-Market Fund I, L.P., formerly known as Triwest Private Capital Growth Fund, L.P.

Douglas G. Nyhoff

James R. Lites & Charla Kim Smith, Jointly

Joseph M. DePinto

This is **Exhibit "12"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

DINO DELUCA, in his capacity as Holder
Representative on behalf of TEAM
CANADA SSM LLC, TRIWEST LOWER
MID-MARKET FUND I, L.P., formerly
known as TRIWEST PRIVATE CAPITAL
GROWTH FUND, L.P., DOUGLAS G.
NYHOFF, JAMES R. LITES & CHARLA
KIM SMITH, Jointly, and JOSEPH M.
DEPINTO

RESPONDENTS

A PARENT MEDIA CO. INC. and
KIDDOODLE, INC.

DOCUMENT

CONSENT RECEIVERSHIP ORDER

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2 Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer, K.C. / Michael Selnes / James Allan
Telephone No.: 403-298-3323 / 403-298-3311 / 780-917-4290
Fax No.: 403-265-7219
Client File No.: 69190.243

DATE ON WHICH ORDER
WAS PRONOUNCED:

September 3, 2026

LOCATION OF HEARING:

Edmonton Law Courts, Edmonton, Alberta

NAME OF JUSTICE WHO
GRANTED THIS ORDER:

The Honourable Justice J. T. Neilson

UPON the application of Dino DeLuca, in his capacity as Holder Representative on behalf of Team Canada SSM LLC, TriWest Lower Mid-Market Fund I, L.P., formerly known as TriWest Private Capital Growth Fund, L.P., Douglas G. Nyhoff, James R. Lites & Charla Kim Smith, Jointly, and Joseph M. DePinto (collectively, the "**Applicant**") in respect of A Parent Media Co. Inc.

("APMC") and Kidoodle, Inc. (collectively, the "**Debtor**"); AND UPON having read the Originating Application and the Affidavit of Dino DeLuca, sworn August ____, 2026, filed; AND UPON reading the consent of AlixPartners Restructuring, Inc. to act as receiver and manager (the "**Receiver**") of the Debtor, filed; AND UPON noting the consent of APMC endorsed hereon; AND UPON hearing counsel for the Applicant, counsel for the proposed Receiver and any other counsel or other interested parties present; IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

Appointment

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**"), section 13(2) of the *Judicature Act*, RSA 2000, c. J-2, and section 65(7) of the *Personal Property Security Act*, RSA 2000, c. P-7, AlixPartners Restructuring, Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

Receiver's Powers

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability:
 - i. to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal property, or any right in any immovable; and
 - ii. upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority;

- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and

provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of

this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

Duty to Provide Access and Co-operation to the Receiver

- 4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being **"Persons"** and each being a **"Person"**) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
- 5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such

information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

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

No Proceedings Against the Receiver

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

No Proceedings Against the Debtor or the Property

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if

such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

No Exercise of Rights of Remedies

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

No Interference with the Receiver

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

Continuation of Services

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

Receiver to Hold Funds

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

Employees

14. Subject to employees’ rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 (“**WEPPA**”).

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitations on Environmental Liabilities

16. Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- i. before the Receiver's appointment; or
 - ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph 16 exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph 16 hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- i. if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of

the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause ii below, the Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- ii. during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- iii. if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation on the Receiver's Liability

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

Receiver's Accounts

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$350,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making

of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding of the Receivership

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part

thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Allocation

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property

General

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is

authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Filing

34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://cdncases.alixpartners.com/experience/case/aparentmedia> (the **"Receiver's Website"**) and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publicly available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

35. Service of this Order shall be deemed good and sufficient by:

- (a) serving the same on:
 - i. the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - ii. any other person served with notice of the application for this Order;
 - iii. any other parties attending or represented at the application for this Order;and
- (b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

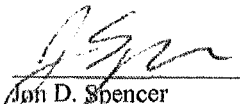
36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

CONSENTED TO this 28th day of August, 2026

A PARENT MEDIA CO. INC.

Per:



Jon D. Spencer
Chief Executive Officer and Director
Authorized signatory

CONSENTED TO this 28th day of August, 2026

KIDOODLE, INC.

Per:



Jon D. Spencer
Director
Authorized signatory

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that AlixPartners Restructuring, Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of A Parent Media Co. Inc. and Kidoodle, Inc. appointed by Order of the Court of King's Bench of Alberta (the "**Court**") dated the ____ day of September, 2026 (the "**Order**") made in action number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [\$●] being part of the total principal sum of [\$●] that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded **monthly not in advance on the [DAY] day of each month** after the date hereof at a notional rate per annum equal to the rate of [NTD: **Enter rate**] per cent above the prime commercial lending rate of [NTD: **Institution Name**] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [NTD: **Address**].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2026.

**AlixPartners Restructuring, Inc., solely in its
capacity as Receiver of the Property (as**

defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:

This is **Exhibit "13"** referred to in the
Affidavit of **DINO DELUCA** sworn before me this
29th day of August, 2026.



A Commissioner for Oaths
in and for Alberta

Michael W. Selnes
Barrister & Solicitor

Search ID #: Z20474902

Transmitting Party

Bennett Jones LLP

4500, 855 2nd Street SW
Calgary, AB T2P 4K7

Party Code: 60007906

Phone #: 403 298 3002

Reference #: 69190.243/KM/sn

Search ID #: Z20474902

Date of Search: 2026-Aug-27

Time of Search: 15:18:28

Business Debtor Search For:

KIDOODLE INC.

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

Result Complete

