

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625492

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900580658		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROUPE ZOOM MEDIA INC.		11/09/2020	Corporation: CANADA
ZOOM MEDIA GROUP INC.		11/09/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BDC CAPITAL INC.		
Street Address:	5 Place Ville-Marie		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B 5E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3428583	ZOOM MEDIA AND MARKETING	
Serial Number:	85740217	ZOOM	
Registration Number:	5283345	ZOOM MEDIA	
Registration Number:	4524640	ZOOMFITNESS	
Registration Number:	5050324	ZOOM ACTIVE LIFESTYLE MARKETING	
Serial Number:	87312146	GENERATION ACTIVE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	fdamours@dsavocats.ca		
Correspondent Name:	Frédérique D'Amours		
Address Line 1:	580, Grande-Allée Est, bureau 400		
Address Line 4:	Québec, CANADA G1R 2K2		
NAME OF SUBMITTER:	Frederique DAmours		
SIGNATURE:	/Frederique DAmours/		
DATE SIGNED:	02/09/2021		

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**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

A P P E A R E D:

BDC CAPITAL INC., a wholly-owned subsidiary of Business Development Bank of Canada, duly constituted in accordance with the *Canada Business Corporations Act*, having a place of business in the City of Montreal at 5 Place Ville-Marie, Suite 100, Province of Quebec, H3B 5E7, herein acting and represented by Nicolas Beaudet, its Director, and Charles Blouin, its Director, hereunto duly authorized by a resolution of its sole shareholder, Business Development Bank of Canada, adopted on the 28th day of June, 2016, themselves represented by Kim Toffoli, of the law firm DS Lawyers Canada LLP, pursuant to a power of attorney under private seal dated 21th day of August, 2020; the certified extract of the resolution and the power of attorney are appended hereto as Schedule "A";

The notice of address of BDC Capital Inc. is registered at the Personal and Movable Real Rights Registry Office under number 034336.

("BDC Capital")

A N D:

GROUPE ZOOM MÉDIA INC. / ZOOM MEDIA GROUP INC., a legal person duly incorporated having its head office located at 999 De Maisonneuve Boulevard West, Suite 1000, in Montreal, Province of Quebec, H3A 3L4, represented hereto by Brian Lindy, its Chief Financial and Operating Officer, duly authorized hereto by a resolution of the Board of Directors, a copy of which is appended hereto as Schedule "B";

(the "Debtor")

WHO HAVE DECLARED AND AGREED AS FOLLOWS:

I. THE SECURED OBLIGATIONS

The hypothec and security interest in this agreement are granted to secure all obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person,

in whatever capacity, as borrower, investee, guarantor or otherwise, of the Debtor towards BDC Capital (the "**Secured Obligations**").

Without limiting the generality of the foregoing, the Secured Obligations include, without limitation, all obligations incurred by the Debtor under or as a consequence of the following documents, as well as any renewals, replacements, additions or modifications, substitutions or reformulations made to them, where required:

- i. The Letter of Offer of Financing and its schedules issued by BDC Capital in favour of the Debtor on August 21, 2020, as amended by a Letter of Amendment dated November 4, 2020 (collectively, the "**Letter of Offer**").

A copy of the Letter of Offer is attached hereto as Schedule "C" to have effect as if stated herein at length.

- ii. Any other letter of offer, loan or credit agreement or any other document of similar nature, in relation to any other loan granted by BDC Capital to the Debtor from time to time;
- iii. Any guarantee granted from time to time by the Debtor to BDC Capital; and
- iv. The present deed.

II. HYPOTHEC

1. To secure the performance and payment of the Secured Obligations, the Debtor hypothecates and creates a security interest in the following property (the "**mortgaged property**") for the sum of two million Canadian dollars (\$2,000,000.00), with interest at the rate of twenty-five percent (25%) per annum from the date hereof. The terms "mortgaged property" also include the property described in paragraph 2.

DESCRIPTION OF PROPERTY

The universality of all of the Debtor's movable property, corporeal and incorporeal, present and future, of whatever nature and wherever situated.

Without limiting the generality of the foregoing, the mortgaged property includes the universality of the intellectual property of the Debtor, present and future, including, without limitation, patents, trademarks, domain names, source codes, business names, trade names, licences, permits, copyrights, industrial designs, trade secret, know-how, goodwill and any other forms of intellectual property including those already known, including, without limitation, the intellectual property listed in Schedule "D" of this hypothec (the "**Intellectual Property**").

2. The following property, to the extent that it is not already included in the description in paragraph 1 above, is also charged by the hypothec and security interest constituted hereunder:
 - a) the proceeds of any sale, lease or other disposal of the property described in paragraph 1 hereinabove, any debt resulting from such sale, lease or other disposal, as well as any property acquired to replace the mortgaged property;
 - b) any insurance or expropriation proceeds payable in respect of the mortgaged property;
 - c) the principal and income of the mortgaged property as well as any rights, accessories and intellectual property attached to the mortgaged property;
 - d) where the property described in paragraph 1 hereinabove includes shares or securities, all other shares and securities issued in replacement of these shares or securities; and
 - e) all deeds, titles, documents, records, registers, invoices and books of account evidencing the mortgaged property or relating thereto.
3. If any contract, agreement, license or permit (the "**Special Assets**") may not be hypothecated by its provisions, by virtue of applicable law or without the consent of a third party, the hypothec created hereby shall be under the suspensive condition of such consent being obtained or such prohibition being waived or removed. Upon such consent being obtained, waived or removed or such legal prohibition ceasing to exist, the hypothec created hereunder shall automatically apply to such Special Asset without regard to this Section and without the necessity of any further assurance to effect such hypothecation. Unless and until the consent to such hypothecation is obtained as provided above or such legal

prohibition ceases to be applicable, the Debtor, to the extent it may do so at law or pursuant to the provisions of the Special Assets in question, shall hold all benefit to be derived from such Special Assets for the benefit of BDC Capital (including, without limitation, the Debtor's interest in any Special Asset which may be held for the benefit of the Debtor by a third party), as additional security for payment of the Secured Obligations and shall deliver up all such benefit to BDC Capital, promptly upon demand by BDC Capital.

III. ADDITIONAL HYPOTHEC

To secure the payment of interest not already secured by the hypothec created in Article II and to further secure the performance and payment of the Secured Obligations hereunder, the Debtor hypothecates all of the property described or referred to in Article II for an additional amount equal to twenty percent (20%) of the principal amount of the hypothec created in Article II.

IV. DEBTOR'S DECLARATIONS

The Debtor declares and warrants the following:

1. The Debtor is in compliance with all applicable laws, ordinances, regulations and policies, the breach of which could have an adverse effect on the Debtor's business or its ability to perform the Secured Obligations, including environmental laws and regulations.
2. The Debtor owns the mortgaged property and the mortgaged property is free and clear of all real rights, hypothecs or security other than the following:
 - i. Movable hypothec in the amount of \$4,000,000.00, granted by the Debtor, in favour of ABS Capital Partners VI, L.P. / ABS Capital Partners VIA, L.P. / ABS Capital Partners VI Offshore, L.P., registered at the Register of Personal and Movable Real Rights ("RPMRR") on July 14, 2016 under number 16-0678682-0003, for which all claims secured thereby were assigned to 10379832 Canada Inc. pursuant to a Purchase Agreement dated December 20, 2017, said assignment of rights was registered at the RPMRR on March 29, 2018 under number 18-0302518-0001, and for which an assignment of rank shall be granted by 10379832 Canada Inc. in favour of BDC Capital;

- ii. Movable hypothec in the amount of \$14,000,000.00, granted by the Debtor, in favour of Franbeau Inc., registered at the RPMRR on July 14, 2016 under number 16-0678682-0001, and for which an assignment of rank shall be granted by Franbeau Inc. in favour of BDC Capital;
 - iii. Movable hypothec in the amount of \$20,000,000.00, granted by the Debtor, in favour of Stonegate Asset Company II, LLC, registered at the RPMRR on March 29, 2018 under number 18-0304314-0001, which shall be discharged forthwith;
 - iv. Movable hypothec in the amount of \$8,200,000.00, granted by the Debtor, in favour of the Bank of Montreal, registered at the RPMRR on October 7, 2020 under number 20-1031011-0001.
3. The mortgaged property is and will be situated in the Province of Quebec, except for immaterial office furniture located at 227 Front Street East, Suite 100, in Toronto, Province of Ontario, M5A 1E8.
4. The mortgaged property is not intended to be used in more than one province or state, except for immaterial office furniture located at 227 Front Street East, Suite 100, in Toronto, Province of Ontario, M5A 1E8.
5. The Debtor's head or registered office is located at the following address: 999 De Maisonneuve Boulevard West, Suite 1000, in Montréal, Province of Quebec, H3A 3L4, and the Debtor has another place of business located at: 227 Front Street East, Suite 100, in Toronto, Province of Ontario, M5A 1E8, same location being a secondary sales office with immaterial assets.
6. The Debtor represents and warrants that it does not own any patent, trademark, registered copyright or other Intellectual Property requiring registration. The Debtor undertakes by these presents to advise BDC Capital within a period of five (5) days from the filing of any Intellectual Property at the Canadian Intellectual Property Office and/or the United States Patent and Trademark Office and/or any other Intellectual Property office, in order for BDC Capital to perfect its security pursuant to the terms hereof.

V. COVENANTS

1. The Debtor shall inform BDC Capital without delay of any change to its name or to the contents of the representations made in Article IV. The Debtor shall provide at BDC Capital's request all original documents required to protect BDC Capital's right.
2. The Debtor shall pay, when due, all duties, taxes and charges relating to the mortgaged property and shall provide to BDC Capital, on demand, evidence that the payments described herein have been made.
3. The Debtor shall insure the mortgaged property and keep it constantly insured for its full insurable value against damage caused by theft, fire and all other risks against which a prudent administrator would insure the mortgaged property. BDC Capital is hereby designated as the beneficiary of the indemnities payable under these policies. The Debtor shall cause such designation to be inscribed in the policies which must also contain the customary clauses protecting hypothecary creditors in the form approved by the Insurance Bureau of Canada. Upon demand, the Debtor shall provide BDC Capital with a copy of each policy and at least thirty (30) days prior to the expiration or cancellation of a policy, the Debtor shall provide to BDC Capital evidence of the renewal or replacement thereof. Receipt by BDC Capital of such proceeds, whether or not remitted to or endorsed by the Debtor shall not reduce BDC Capital's rights and privileges unless said proceeds are applied expressly as a reduction of any outstanding balance and shall not in any case constitute novation.
4. The Debtor shall do all things and sign all documents necessary for the hypothec and security interest constituted hereunder to have full effect and be published and opposable to third parties.
5. The Debtor shall protect and adequately maintain the mortgaged property and exercise its activities in such a manner as to preserve its value. The Debtor shall comply with all laws and regulations applicable to the operation of its business and to the mortgaged property, including without limitation environmental laws and regulations.
6. The Debtor shall keep all books, records and accounts which a prudent administrator would keep with respect to the mortgaged property; the Debtor shall permit BDC Capital to examine said books, records and accounts and to obtain copies of same.

7. The Debtor shall keep the mortgaged property free of all real rights, hypothecs or security interests, save those (i) which BDC Capital has consented to in writing, (ii) described in Section IV.2 above and (iii) arising by the mere operation of the law. The Debtor shall not give, grant, assume or permit to exist, any lien, hypothec, mortgage, security interest or other encumbrance on any of its assets that are subject to the hypothec and security interest constituted hereunder other than encumbrances (i) agreed to in writing by BDC Capital, (ii) described in Section IV.2 above and (iii) arising by the mere operation of the law, and it shall not grant any licenses in or of its Intellectual Property other than as disclosed and consented to by BDC Capital.
8. The Debtor shall not sell, assign, dispose of the mortgaged property or lease same, including without limitation, the licensing of any Intellectual Property, unless BDC Capital consents thereto in writing. However, if not in default hereunder, the Debtor may sell its inventory or lease the mortgaged property at market conditions in the ordinary course of its business. Notwithstanding any such sale, assignment or disposal, the Debtor shall remain liable for the payment of the Secured Obligations and this agreement shall remain in full force and effect. Moreover, where a sale, assignment or disposal is made without BDC Capital's prior consent, BDC Capital shall be entitled to demand immediate repayment of the Secured Obligations, even if they are not yet due.
9. The Debtor shall neither change the use, destination or nature of the mortgaged property nor remove the mortgaged property from its present location unless BDC Capital consents thereto in writing, under reserve of paragraph 8 herein.
10. If the Debtor is a corporation, the Debtor shall not amalgamate with another person, nor proceed with an arrangement with its creditors, nor commence dissolution or liquidation proceedings, without the prior written consent of BDC Capital.
11. The Debtor shall provide BDC Capital with all information reasonably required by it to verify if the Debtor is in compliance with the covenants and obligations contained herein. The Debtor shall inform BDC Capital of any fact or event which could adversely affect the value of the mortgaged property or the financial condition of the Debtor.

12. The Debtor, with respect to the Intellectual Property, shall take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property.
13. The Debtor, with respect to copyrights forming part of the Intellectual Property, shall provide to BDC Capital waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work.
14. The Debtor shall pay all costs incurred by BDC Capital with respect to this agreement and to any release relating thereto, including the reasonable and documented fees of BDC Capital's legal counsel and fees incurred in order to render BDC Capital's rights opposable to third parties.
15. In the event the Debtor is in default under this hypothec, and such default is continuing, the Debtor shall reimburse BDC Capital for all costs and expenses incurred by it in order to exercise its rights or to fulfill the obligations of the Debtor, the whole with interest from the date the costs and expenses are incurred or paid by BDC Capital at an annual rate equal to the highest applicable rate pursuant to all loan documents in effect then between the Debtor and BDC Capital. The hypothec and security interest granted hereby under Article II hereof shall also secure the reimbursement of said costs and expenses as well as the payment of said interest. All such costs and expenses incurred or paid by BDC Capital, with interest thereon, shall form part of the Secured Obligations.
16. The Debtor shall at all times pay BDC Capital, at the latter's request, all judicial fees, charges or other legal expenses as well as extra judicial fees in accordance with the tariffs established under the *Bar Act* and its ensuing regulations, the expenses and fees of an agent or trustee, or any costs incurred in the course of ensuring fulfillment of all of the Debtor's obligations hereunder, protecting and realizing the assets given as security for the Secured Obligations, or appraising the assets during the life of any of the Secured Obligations or in the event of their liquidation.

In addition, the Debtor covenants to pay the costs of any appraiser and any environmental investigator engaged by BDC Capital to effect any inspection, appraisal, investigation or environmental audit of the secured assets during the life of any of the Secured Obligations or in the event of their liquidation, and the cost of any environmental rehabilitation, removal, or repair necessary to protect, preserve or remediate the secured assets, including any fine or penalty BDC Capital is obliged to incur by reason of any statute, order or direction by competent authority.

17. Where the mortgaged property includes inventory and accounts receivable, the Debtor shall provide BDC Capital monthly with a statement (by category) of the value of its inventory (calculated at the lesser of cost or market value) and a list of its accounts receivable (indicating their amount and age).

VI. ENVIRONMENT

The Debtor represents and agrees that:

- a) it operates and will continue to operate in material conformity with all environmental laws and will ensure its staff is trained as required for that purpose;
- b) its assets are and will remain free of any material environmental damage or contamination;
- c) there has been no complaint, prosecution, investigation or proceeding with respect to the Debtor's business or assets;
- d) it will advise BDC Capital immediately upon becoming aware of any environmental problem;
- e) it will provide BDC Capital with copies of all communications with environmental officials and all studies or assessments prepared for the Debtor and does consent to BDC Capital contacting and making inquiries of officials or assessors.

VII. RIGHTS OF BDC CAPITAL

1. BDC Capital may inspect or have the mortgaged property appraised from time to time at the Debtor's expense and for that purpose, the Debtor shall permit BDC Capital to access the premises where the

mortgaged property is located and to the Debtor's places of business for that purpose. The Debtor shall also allow BDC Capital to examine all accounting records and documents relating to the mortgaged property and to obtain copies thereof. Notwithstanding the above, BDC Capital's right to inspect or have the mortgaged property appraised shall be limited to once per calendar year unless the Debtor is in default under this hypothec and such default is continuing.

2. BDC Capital may inspect and copy the Debtor's books and records, either at the Debtor's premises or at the financial advisor's premises. BDC Capital may, with the Debtor's consent, which shall not be unreasonably withheld, contact and make inquiries with the Debtor's lessors as well as environmental officials, assessors, municipal authorities and any taxing body.

In addition to the reporting requirements set out herein, BDC Capital may require the opinion of an independent qualified auditor.

3. In the event the Debtor is in default under this hypothec, and such default is continuing, BDC Capital may, without being bound to do so, fulfill any or all of the obligations of the Debtor hereunder.
4. The Debtor may collect all debts forming part of the mortgaged property until BDC Capital withdraws its authorization to the Debtor to do so upon the occurrence of a default under this hypothec which is continuing. Upon such withdrawal, BDC Capital may collect such debts and shall be entitled to a reasonable commission which it may deduct from any amounts collected.
5. Where the mortgaged property includes shares or securities, BDC Capital may, without being bound to do so and subject to the right of the creditors listed in Section IV.2 above, cause itself to be registered as the holder of these shares or securities and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
6. If BDC Capital has possession of the mortgaged property, it shall have no obligation to maintain the use for which the mortgaged property is normally intended, to make it productive or to continue its use or operation. However, BDC Capital may, without being bound to do so, sell the mortgaged property in its possession where

the mortgaged property is likely to perish, depreciate or decrease in value.

7. In the event the Debtor is in default under this hypothec, and such default is continuing, the Debtor constitutes and appoints BDC Capital as its irrevocable attorney, with full power of substitution, to do any act and to sign any document necessary or useful to the exercise of the rights conferred on BDC Capital hereunder.
8. BDC Capital shall register assignments of the Intellectual Property, and shall have the right to use, sell, assign, license or sub-license any of the Intellectual Property.

VIII. DEFAULTS AND RECOURSES

1. The Debtor shall be in default in each and every one of the following events:
 - a) If the Debtor is in default with respect to the performance or payment of any of the Secured Obligations;
 - b) If any of the representations made in Article IV or warranty made herein is inaccurate or ceases to be accurate;
 - c) If the Debtor does not fulfill any one of its covenants hereunder;
 - d) If the Debtor is in default under the Letter of Offer and/or any document evidencing the Secured Obligations, or is in default in respect of any loan with any other lender or creditor;
 - e) If the Debtor and/or any guarantor of the Secured Obligations is in default under any other contract or agreement between it and BDC Capital, and/or any other lender or creditor and/or is in default under any other hypothec or security granted in favour of BDC Capital and/or any other lender or creditor which affects the mortgaged property;
 - f) If the Debtor ceases to carry on its business, becomes insolvent or bankrupt;
 - g) If any or all of the mortgaged property is seized or is subject to a taking of possession by a creditor, a receiver or any other person performing similar functions;

- h) An order of execution against the Debtor's assets or any part thereof remains unsatisfied for a period of ten (10) days;
 - i) The Lessor under any lease to the Debtor of any immovable/real or moveable/personal property, has taken any steps to or threatens to terminate such lease, or otherwise exercises any of its remedies under such lease as a result of any default thereunder by the Debtor;
 - j) The Debtor causes or allows hazardous materials to be brought upon any land or premises occupied by the Debtor or incorporated into any of its assets without BDC Capital's prior consent, or if the Debtor causes, permits or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority;
 - k) Default under any operating permit, lease of land or movable property or personal property or in arrears of payment to any tax authority.
2. Upon the Debtor's default, BDC Capital may terminate any obligation it may have had to grant credit or make advances to the Debtor and declare exigible all obligations of the Debtor which are not yet due. Upon such default, BDC Capital may also exercise all recourses available to it under applicable law and realize on its hypothec and security interest, including enforcing the hypothecary rights provided in the *Civil Code of Quebec*.
3. In order to realize on its hypothec and security interest, BDC Capital may use the premises where the mortgaged property and other property of the Debtor are situated at the expense of the Debtor. Where the mortgaged property includes debts, BDC Capital may also compromise or transact with the debtors of these debts and may grant releases and discharges in respect of same. Where the mortgaged property includes inventory, BDC Capital may complete the manufacture of such inventory and do all things necessary or useful to its sale.

IX. GENERAL PROVISIONS

1. The hypothec and security interest created hereby are in addition to and not in substitution for any other hypothec or security held by BDC Capital.
2. This hypothec and security interest constitute continuing security which shall continue in effect notwithstanding any payment from time to time, in whole or in part, of the Secured Obligations. Furthermore, any new obligation of the Debtor towards BDC Capital secured hereby will be one for which the Debtor has obligated itself again in accordance with Article 2797 of the *Civil Code of Quebec*. The Debtor shall not, without BDC Capital's written consent, subrogate a third party in the hypothec or BDC Capital's rights hereunder.
3. In each case provided in paragraph 1 of Article VIII, the Debtor shall be in default by the mere lapse of time, without the necessity of any notice or demand.
4. Any sum collected by BDC Capital in the exercise of its rights may be held by BDC Capital as mortgaged property or may be applied to the payment of the obligations secured hereunder, whether or not yet due. BDC Capital shall have discretion as to how any such collected sum shall be applied.
5. BDC Capital shall not be bound to exercise its rights resulting from these presents and shall not be responsible for the non-exercise of such rights. The Debtor shall use its best efforts to ensure that the debts forming part of the mortgaged property be regularly paid and BDC Capital shall have no obligation to inform the Debtor of any payment irregularity which it may know of.
6. The exercise by BDC Capital of any of its rights shall not preclude BDC Capital from exercising any other right; all the rights of BDC Capital are cumulative and not alternative. The failure of or forbearance by BDC Capital to exercise any of its rights arising from this agreement shall not constitute a renunciation to the later exercise of such right. BDC Capital may exercise its rights arising from this agreement without being required to exercise any right against the Debtor or against any other person liable for the payment of the obligations secured hereunder or to realize on any other security held for the payment of such obligations. No action or omission on the part of BDC Capital shall constitute or imply a renunciation of its rights to decide the Debtor is in default or to avail

itself of its rights pursuant to such default, unless BDC Capital explicitly declares otherwise after the default has occurred.

7. BDC Capital shall only be required to exercise reasonable care in the exercise of its rights or the performance of its obligations hereunder and, in any event, shall only be liable for its intentional fault or gross negligence.
8. BDC Capital may delegate to another person the exercise of its rights or the performance of its obligations resulting from this agreement. In such a case, BDC Capital may provide that person with any information it may have concerning the Debtor or the mortgaged property.
9. The rights of BDC Capital hereunder shall also benefit any successor of BDC Capital, including any entity resulting from the amalgamation of BDC Capital with another entity.
10. Neither the signature of the present agreement, nor the registration of the rights created hereby shall constitute, nor be interpreted as an undertaking by BDC Capital to provide the Debtor with any financial assistance of any type whatsoever.
11. Any notice to the Debtor may be given at the address indicated above or any other address communicated in writing by the Debtor to BDC Capital.

X. INTERPRETATION

1. If the word "Debtor" designates more than one person, each such person shall be jointly and severally liable to BDC Capital for the performance of all the obligations provided in this agreement.
2. The rights and recourses of BDC Capital may be exercised against all the mortgaged property or separately against any portion thereof.
3. This agreement shall be governed and interpreted by the law in force in the Province of Quebec and the applicable federal laws. This agreement must also be interpreted as to ensure that the mortgaged property located in another jurisdiction be charged by a valid hypothec and/or security interest in accordance with the law in force in said jurisdiction.

4. The parties hereto have expressly agreed that this deed be executed in the English language. *Les parties aux présentes ont expressément convenu que le présent acte soit rédigé en anglais.*

[Remaining page left intentionally in blank - Signature on following page]

WHEREOF the parties have signed on this 9th day of November, 2020.

**GROUPE ZOOM MÉDIA INC. /
ZOOM MEDIA GROUP INC.**

E-SIGNED by Brian Lindy

Per: Brian Lindy

BDC CAPITAL INC.

E-SIGNED by Kim Toffoli

Per: Kim Toffoli

[Signature page – Hypothec on Movable Property for
Present and Future Obligations – Groupe Zoom Média Inc. / Zoom Media
Group Inc.]

SCHEDULE "A"

TO THE

HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS

BETWEEN

BDC CAPITAL INC.

AND

GROUPE ZOOM MÉDIA INC. /
ZOOM MEDIA GROUP INC.

RESOLUTION AND PROXY OF BDC CAPITAL

(SEE FOLLOWING PAGES)



COPIE CERTIFIÉE DE LA RÉOLUTION DE L'UNIQUE ACTIONNAIRE DE BDC CAPITAL INC.
(la « Société ») ADOPTÉE LE 28 JUIN 2016

ATTENDU que l'unique actionnaire de la Société, la Banque de développement du Canada, a décidé, par déclaration écrite de l'unique actionnaire en vertu de l'article 146(2) de la Loi canadienne sur les sociétés par actions, de restreindre en totalité les pouvoirs des administrateurs de la Société et de les octroyer à l'unique actionnaire.

POUVOIR DE SIGNATURE – BDC CAPITAL DE CROISSANCE ET TRANSFERT D'ENTREPRISE

IL EST RÉSOLU:

1. Que deux signataires, un de chacun des groupes suivants :

Premier groupe	conjointement avec	Second groupe
<ul style="list-style-type: none">Un directeur associé ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entreprise de BDC		<ul style="list-style-type: none">un directeur ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entrepriseun vice-président exécutif, BDC Capitalun vice-président, Exploitation et stratégie, BDC Capitalun vice-président, Investissement de croissance

soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC Capital, de façon générale et sans que l'énumération qui suit en restreigne la portée, toutes les ententes et tous les contrats qui ont trait aux activités de BDC Capital de croissance et transfert d'entreprise (collectivement, les « Instruments ») et qui, de l'avis de ces personnes désignées, pourraient s'avérer nécessaires pour les besoins de BDC Capital, y compris :

Les lettres d'offre de crédit ou les ententes de prêt ou d'investissement, les conventions de souscription, les conventions entre actionnaires, les conventions d'entiercement, les conventions d'achat et de vente de titres ou d'éléments d'actif, les actes d'alléation ou d'acquisition, les baux, les actes de cession, les actes d'hypothèque et de charges grevant des biens personnels, meubles, réels ou immobiliers, y compris les créances, les revendications et les droits d'action de quelque nature que ce soit, les conventions de subrogation, de subordination et de priorité de rang, les mainlevées, les renonciations et les concessions de priorité, les procurations, les lettres de garantie, les billets à ordre, les lettres de change et les mandats de paiement,

avec pleins pouvoirs de substitution dans certains cas leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC Capital en vue de signer, de valider et de remettre tout Instrument précis.

2. Que deux signataires, un de chacun des groupes suivants :

Premier groupe	conjointement avec	Second groupe
<ul style="list-style-type: none">Un analyste ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entreprise de BDC		<ul style="list-style-type: none">un directeur ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entrepriseun vice-président exécutif, BDC Capitalun vice-président, Exploitation et stratégie, BDC Capitalun vice-président, Investissement de croissance

soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC Capital, les ententes et les contrats qui suivent et qui ont trait aux activités de BDC Capital de croissance et transfert d'entreprise :

Les modifications aux lettres d'offre de crédit ou aux ententes de prêt ou d'investissement et les mandats donnés à des professionnels,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC Capital en vue de signer, de valider et de remettre tout document précité.

3. Que l'une ou l'autre des personnes suivantes :

Signataire autorisé
<ul style="list-style-type: none">• un directeur général ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance transfert d'entreprise• un avocat ou une personne occupant un poste de niveau supérieur aux Affaires juridiques de BDC

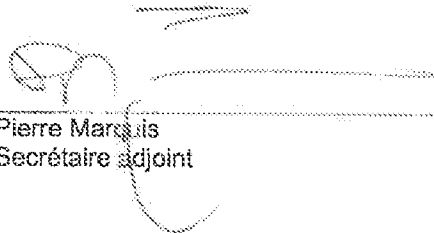
soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC Capital, les ententes et les contrats qui suivent et qui ont trait aux activités de BDC Capital de croissance et transfert d'entreprise :

Les libérations, les décharges et les quittances complètes et définitives,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC Capital en vue de signer, de valider et de remettre tout document précité.

Je, soussigné, Pierre Marquis, Secrétaire adjoint de la société, certifie que la présente est une copie exacte et complète de la résolution de l'unique actionnaire de la Société dûment adoptée le 28 juin 2016 et que cette résolution est présentement en vigueur.

DATE : 6 janvier 2020



Pierre Marquis
Secrétaire adjoint



Le 21 août 2020

Me Kim Toffoli
DS Avocats Canada S.E.N.C.R.L., s.r.l.
1080, Côte du Beaver Hall
Bureau 2100
Montréal (Québec)
H2Z 1S8

Objet : Financement no 185083-01 consenti à Zoom Media Group Inc. (l'« Emprunteur »)

Maître,

Une lettre d'offre de financement au montant de 2 000 000 \$ a été autorisée par BDC Capital inc. (« BDC Capital ») en faveur de l'Emprunteur mentionné en rubrique en date du 21 août 2020 (la « Lettre d'offre »). Nous désirons vous confier le mandat de représenter les intérêts de BDC Capital afin de réviser, préparer et compléter la documentation juridique pertinente relativement à cette lettre d'offre (la « Financement »).

Ce mandat comporte notamment les éléments suivants :

1. Vous effectuerez une révision régulière du projet de lettre d'offre préparé en interne par l'équipe commerciale.
2. Vous préparerez les documents nécessaires pour donner effet à la lettre d'offre; compléter, si nécessaire uniquement, les enregistrements appropriés au RDPRM / PPSA mais sans recherche avant ou après l'enregistrement, sauf pour vérifier et prolonger au besoin la date d'effet extrême des enregistrements de nos sûretés antérieurs. Par conséquent, aucune cession de rang ou entente entre créancier ne devrait être requise.
3. Aucune analyse de documents liés à des transactions sous-jacentes ne devrait être envisagée, c.-à-d. Prêts de fonds de roulement.
4. La vérification diligente se limitera à une vérification juridique pour valider l'incorporation, le pouvoir, la capacité et la conformité des parties au financement d'entreprise.
5. Pour un montant de prêt inférieur à 5 000 000 \$, aucun avis juridique corporatif ne sera requis de la part de l'avocat de l'emprunteur; nous nous attendons plutôt à ce que vous effectuiez des recherches appropriées dans les registres publics et que vous prépariez et obteniez un certificat de dirigeant satisfaisant incluant une résolution satisfaisante autorisant le prêt et les sûretés.
6. Vous confirmerez que l'emprunteur a une assurance valide sur ses biens avec BDC Capital désigné comme bénéficiaire en cas de perte.
7. L'opinion de votre rapport final sera adaptée en conséquence, en présupposant notamment de l'incorporation en bonne et due forme sur la base des recherches de base et du certificat de



dirigeant; le rapport RDPRM / PPSA se limitera à la confirmation de l'enregistrement de notre sureté et le report des dates d'extrême effet.

8. La signature de tous les documents sera facilitée à l'aide de solutions électroniques approuvées par BDC Capital (la liste sera mise à jour et partagée avec vous par l'équipe au fur et à mesure qu'elle sera disponible).

À cette fin, vous trouverez sous pli, une annexe A vous donnant la liste des documents qui vous sont transmis avec la présente et comme annexe B, des instructions supplémentaires relativement à la signature de documents et à la prise des sûretés et garanties.

Veillez prendre note que BDC Capital se fie entièrement et totalement sur la qualité et la célérité de vos services pour mener à bonne fin le mandat qui vous est octroyé par les présentes. Comme nous entendons débiter le déboursement des fonds d'ici le 18 septembre 2020, nous comptons sur votre collaboration afin que la documentation requise ainsi que la prise des sûretés et garanties soit terminée le plus rapidement possible. Par conséquent, vous devrez nous communiquer tout élément qui pourrait s'avérer problématique ou pourrait avoir un effet néfaste sur les droits de BDC Capital et obtenir les autorisations ou décisions requises en pareil cas des personnes autorisées de BDC Capital. Advenant qu'une modification à Lettre d'offre soit nécessaire, veuillez-vous assurer d'obtenir l'autorisation écrite de la BDC Capital à cet effet.

Votre travail ne se limite donc pas qu'à la prise des sûretés et garanties, mais doit comprendre tous les aspects de la transaction pouvant avoir un impact important sur la validité des sûretés et garanties de BDC Capital à l'égard de l'Emprunteur.

S'il vous est impossible d'accepter ce mandat ou pour toute question concernant la présente, vous pouvez, communiquer avec les soussignées.

BDC CAPITAL INC.

Nicolas Besudet

Nicolas Besudet
Directeur, Capital de croissance
et transfert d'entreprise
Tél. : (514) 498-1588

Charles Blouin

Charles Blouin
Directeur, Capital de croissance
et transfert d'entreprise
Tél. : (418) 648-3789



PROCURATION

BDC Capital inc., une filiale à part entière de la Banque de développement du Canada, dûment constituée en vertu de la Loi canadienne sur les sociétés par actions, ayant un établissement au 5, Place Ville-Marie, bureau 100, Montréal (Québec) H3B 5E7, et représentée aux présentes par M. Nicolas Beaudet, Directeur et M. Charles Blouin, Directeur, dûment autorisés aux fins des présentes, telle qu'ils le déclarent :

NOMME ET CONSTITUE :

M^e Kim Toffoli

son mandataire spécial à qui elle donne pouvoir de signer en son nom, tous actes et documents et autres effets qu'elle juge nécessaire contenant les conditions et garanties attachées au Financement no 185083-01 du financement consenti à Zoom Media Group Inc. (collectivement l'« Emprunteur »)

FAIT ET SIGNÉ en la cité de Montréal, province de Québec, ce 21^e jour du mois d'août deux mille vingt (2020).

BDC CAPITAL INC., filiale à part entière de la BANQUE DE DÉVELOPPEMENT DU CANADA.

Nicolas Beaudet

Par : Nicolas Beaudet, Directeur
Capital de croissance et transfert d'entreprise

Charles Blouin

Par : Charles Blouin, Directeur
Capital de croissance et transfert d'entreprise



ANNEXE A

Liste des documents joints à la lettre mandat adressée à M^e Kim Toffoli, portant la date du 21 août 2020 :

(sauf indication contraire, les termes en majuscules non définis dans les présentes auront la signification indiquée dans la Lettre d'offre.)

1. formule d'autorisation datée du 20 août 2020;
2. projet de Lettre d'offre, portant la date du 21 août 2020, ainsi que les annexes qui en font partie;
3. instructions complémentaires de BDC Capital, relativement à la signature de documents et à la prise des sûretés et garanties;
4. Procuration portant la date du 21 août 2020, autorisant M^e Kim Toffoli ou son mandataire à signer la documentation requise au nom de BDC Capital;
5. Résolution de signature.



ANNEXE B

INSTRUCTIONS SUPPLÉMENTAIRES RELATIVEMENT À LA SIGNATURE DE DOCUMENTS ET À LA PRISE DES SÛRETÉS ET GARANTIES.

(sauf indication contraire, les termes en majuscules non définis dans les présentes auront la signification indiquée dans la Lettre d'offre.)

1. ACCÉLÉRATION DU PROCESSUS

- 1.1 Selon les commentaires faits par les clients, ceux-ci sont préoccupés par le temps que prend la préparation de la documentation juridique dans bien des cas. Même si nous savons qu'il peut y avoir différentes causes de retard indépendantes de votre volonté dans leur préparation, nous vous prions de respecter à tout le moins les exigences suivantes afin d'éviter les goulots d'étranglement et de faire rapidement ressortir les problèmes :
 - 1.1.1 l'Emprunteur doit être informé de la documentation et de l'information qu'il doit vous fournir dans un délai de deux (2) jours ouvrables après la réception et l'acceptation de votre mandat;
 - 1.1.2 si l'Emprunteur ne vous a pas fourni la documentation et l'information demandées dans un délai de deux (2) jours ouvrables, un suivi téléphonique doit être effectué et notre service doit en être informé;
 - 1.1.3 les recherches doivent être demandées dans les deux (2) jours ouvrables après avoir reçu les critères de recherche et notre service doit être immédiatement informé en cas de problème;

2. RESPONSABILITÉ PROFESSIONNELLE

- 2.1 Par votre acceptation du présent mandat, vous assumez entièrement la responsabilité professionnelle aux gestes professionnels devant être posés pour mettre en place la documentation requise pour donner effet à notre Lettre d'Offre ainsi qu'à l'égard de la prise des sûretés et garanties reliées à ce mandat.

3. PAIEMENT DES HONORAIRES

- 3.1 Bien que votre mandat vous soit accordé par BDC Capital, les honoraires doivent être acquittés par l'Emprunteur. Nous demandons cependant qu'une estimation de vos frais et honoraires sur la base des données contenues à notre Lettre d'Offre soit fournie à l'Emprunteur avec copie à BDC Capital, de façon à conclure une entente préalable sur ce point dès le début de votre mandat. Par ailleurs, si au cours de ce mandat, vous vous rendez compte d'une situation pouvant entraîner une modification à la hausse de votre estimation budgétaire, veuillez en informer l'Emprunteur ainsi que nous-mêmes dès que possible en indiquant les motifs justifiant cette hausse. Veuillez noter que BDC Capital déclinera toute responsabilité quant au paiement de vos frais et honoraires si ce processus n'est pas respecté, sauf si des instructions écrites de BDC Capital à l'effet contraire vous sont données.



4. RAPPORT QUANT À L'ASSURANCE DES BIENS

- 4.1 De plus, nous vous demandons de confirmer par écrit, avant le premier (1er) décaissement des fonds, que l'Emprunteur détient les polices d'assurance requises comme prévu dans la Lettre d'offre. Cette confirmation doit contenir les informations suivantes:
- 4.1.1 Le numéro et le type de police.
 - 4.1.2 Le nom de l'assureur.
 - 4.1.3 Le nom de l'assuré.
 - 4.1.4 Le montant de l'assurance.
 - 4.1.5 Les actifs assurés.
 - 4.1.6 Le nom du bénéficiaire.
 - 4.1.7 Le certificat de l'assureur confirmant que BDC Capital est un assuré/créancier additionnel.

5. OBTENTION DES FORMULAIRES DE BDC CAPITAL

- 5.1 Vous retrouverez tous les documents nécessaires pour la prise des sûretés et garanties, à l'adresse Internet suivante : www.bdc.ca/fr/ffs_30. Veuillez noter que tous les documents relatifs à ce Financement doivent être établis au nom de BDC Capital Inc. (« BDC Capital »), et non au nom de Banque de développement du Canada .

6. PROCURATION DE SIGNATURE

- 6.1 Nous vous joignons notre procuration de signature que vous voudrez bien compléter par le nom d'un mandataire de votre choix.
- 6.2 Nous vous référons également aux instructions complémentaires au mandat pour la prise des garanties qui vos ont été jointes à l'annexe A.

7. TRANSFERT ET DÉBOURSEMENT DES FONDS

- 7.1 Le transfert électronique de fonds dans votre compte en fidéicommis sera effectué directement par Banque de Développement du Canada pour le compte de sa filiale en propriété exclusive BDC Capital suite à la réception par courriel de votre Demande de fonds.
- 7.2 Sur confirmation écrite de votre part que les sûretés et garanties ont été obtenues et dûment publiées, lorsque requis, vous pourrez procéder à un déboursement. Dans tous les cas, vous voudrez bien vous assurer avant de libérer les fonds que toutes les sûretés et garanties exigées dans le cadre de ce Financement ont été obtenues et que toutes les instructions contenues à votre mandat ont été remplies .



- 7.3 Dans tous les cas, que le déboursement soit effectué directement auprès de l'Emprunteur ou par l'entremise de son avocat, d'un chèque ou d'un virement électronique ou en conformité avec des directives de paiement écrites, vous devrez obtenir de l'Emprunteur un accusé de réception des fonds de BDC Capital.

B. DOCUMENTS DE CLÔTURE

- 8.1 Les documents de clôture devront être envoyés à BDC Capital uniquement lorsque que le déboursement aura été complété, et ce dans les meilleurs délais mais au plus tard trente (30) jours suivant la clôture de la transaction.

8.1.1 outre les exceptions qui suivent, tous les documents devront nous parvenir en format électronique (PDF) seulement, par courriel, à l'attention de l'Analyste et du Directeur responsable du dossier, accompagné d'un index des documents ou sous la forme d'un relieur virtuel en utilisant une nomenclature usuelle pour chacun des fichiers permettant d'identifier aisément le document sauvegardé. Vous êtes tenus de vous assurer que chacun des documents digitalisés est complet et parfaitement lisible.

8.1.2 Les documents originaux suivants doivent être, en sus du processus de digitalisation, acheminés par messenger à BDC Capital à l'attention de l'Analyste ou du Directeur responsable du dossier :

8.1.2.1 Lettres de crédit émanant d'autres institutions financières;

8.1.2.2 Hypothèque maritime;

8.1.2.3 Doubles de certificats de titre (lorsqu'ils remplacent une hypothèque);

8.1.2.4 Cession de certificats d'actions en forme originale;

8.1.2.5 Hypothèque sur des actions en forme originale;

8.1.2.6 Hypothèque sur des codes source, logiciels etc;

8.1.2.7 Billets promissaires préparés par un professionnel externe à titre de sûreté;

8.1.2.8 Débentures américaines et sûretés américaines sur des véhicules;

8.1.2.9 Cautionnements personnels donnés par des résidents Albertains ou requis en vertu d'un prêt émanant de l'Alberta où un certificat sous le *Alberta Guarantees Acknowledgement Act* est requis;

8.1.2.10 Tout autre document sur la base duquel des procédures d'exécution ne peuvent être entreprise sur la base d'une version électronique.

9. NUMÉROS DES AVIS D'ADRESSE DE BDC CAPITAL INC.

9.1 Au Registre foncier informatisé : numéro 6 509 081;

9.2 Au Registre des droits personnels et réels mobiliers : numéro 034336.



10. DÉCLARATIONS QUANT AUX CONFLITS D'INTÉRÊTS

- 10.1 Ce mandat vous est confié à la condition qu'aucun député de la Chambre des Communes, aucun sénateur, ni aucun membre de leur famille immédiate ne profitent directement ou indirectement des honoraires versés dans le cadre de ce mandat.

SCHEDULE "B"

TO THE

HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS

BETWEEN

BDC CAPITAL INC.

AND

GROUPE ZOOM MÉDIA INC. /
ZOOM MEDIA GROUP INC.

RESOLUTIONS OF THE DEBTOR

(BOARD OF DIRECTORS)

(SEE FOLLOWING PAGES)

ZOOM MEDIA GROUP INC.
(the "Corporation")

RESOLUTIONS OF THE SOLE DIRECTOR

WHEREAS the Corporation, as borrower, Zoom Media Corp. and ClubCom, LLC (collectively, the "Guarantors"), as guarantors, and BDC Capital Inc. (the "Lender"), as lender, have entered into a letter of offer of financing on August 21, 2020, as amended by a Letter of Amendment dated November 4, 2020 (collectively the "Letter of Offer"), pursuant to which the Lender proposed to make available, subject to certain terms and conditions set forth in the Letter of Offer, a loan in the principal sum of CDN\$2,000,000 to the Corporation;

BE IT RESOLVED THAT:

1. the entering into, and execution of, the Letter of Offer by the Corporation is hereby ratified, confirmed and approved in all respects and the Corporation is hereby authorized to borrow and perform its obligations thereunder;
2. as security for the due and punctual payment and performance of the Secured Obligations (as such term is defined in the Deed of Hypothec), the entering into, execution, and granting of a hypothec in favour of the Lender on the universality of all of its movable (personal) property, present and future, corporeal (tangible) and incorporeal (intangible), of whatsoever nature and wheresoever situated, in the principal amount of CDN\$2,000,000 with interest thereon at 25% per annum and in an additional amount of CDN\$400,000, pursuant to a deed of hypothec, a draft of which has been presented to the sole director of the Corporation (the "Deed of Hypothec"), are hereby confirmed and approved in all respects and the Corporation is hereby authorized to perform its obligations under the Deed of Hypothec;
3. the Corporation is hereby authorized to enter into, execute and perform its obligations under a general security agreement between the Corporation and the Lender (the "General Security Agreement") as security for the due and punctual payment and performance of the Obligations (as such term is defined in the General Security Agreement) upon the terms and conditions set forth in the General Security Agreement;
4. the Corporation is hereby authorized to intervene, execute and perform its obligations under (i) a postponement and subordination agreement executed by Franbeau Inc. ("Franbeau") in favour of the Lender in respect of the 36,276 Class A Preferred Shares held by Franbeau in the share capital of the Corporation, (ii) a postponement and subordination agreement executed by 10379832 Canada Inc. ("103") in favour of the Lender in respect of the 98,770 Class A Preferred Shares held by 103 in the share capital of the Corporation, (iii) a postponement and subordination of advances agreement by Franbeau in favour of the Lender and (iv) a postponement and subordination of advances agreement by 103 in favour of the Lender (collectively, the "Subordination Agreements") upon the terms and conditions set forth in each of the Subordination Agreements;

5. any officer or director of the Corporation is hereby authorized and directed, for and on behalf of the Corporation (the "**Authorized Signatory**"): (i) to enter into, execute and deliver the Letter of Offer, the Deed of Hypothec, the General Security Agreement and the Subordination Agreements (collectively, the "**Financing Documents**"), together with all related or ancillary agreements, instruments, deeds and other documents, including without limitation, any promissory note, landlord waivers, bailee letters and similar agreements or documents (collectively, the "**Related Documents**"), (ii) to execute and deliver any amendments, revisions, or supplements to each of the Financing Documents and the Related Documents, and (iii) to take all actions and do all such other things and execute and deliver such other deeds, documents, certificates, instruments and writings as the Authorized Signatory may, in the Authorized Signatory's sole discretion, judge necessary or useful to give effect to the transactions contemplated by the foregoing documents and these resolutions;
6. the execution by Brian Lindy, for and on behalf of the Corporation, of the Letter of Offer is hereby ratified, confirmed and approved in all respects;
7. all actions heretofore taken on behalf of the Corporation in connection with the subject of the foregoing recitals and resolutions are hereby ratified, confirmed and approved in all respects; and
8. these resolutions may be executed in counterparts and by means of facsimile signature or portable document format (PDF), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature page follows]

The foregoing resolutions are passed as evidenced by the signature of the sole director of the Corporation pursuant to the provisions of the *Canada Business Corporations Act*.

DATED November 9, 2020.

E-SIGNED by François de Gaspé Beaubien

François de Gaspé Beaubien

SCHEDULE "C"

TO THE

HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS

BETWEEN

BDC CAPITAL INC.

AND

GROUPE ZOOM MÉDIA INC. /
ZOOM MEDIA GROUP INC.

LETTER OF OFFER

(SEE FOLLOWING PAGES)



August 21, 2020

Zoom Media Group Inc.
999, boulevard de Maisonneuve O., Bureau 1000
Montréal, QC
H3A 3L4

Attention of Mr. Francois de Gaspé

Re: Letter of Offer of financing no. 185083-01 granted to Zoom Media Group Inc.

Sir,

On the basis of the preliminary information obtained from the Borrower and subject to the acceptance of the present letter of offer of financing, as amended from time to time (the "Letter of Offer"), BDC Capital Inc. ("BDC Capital"), a wholly owned subsidiary of Business Development Bank of Canada (the "Bank") is prepared to grant the following financing (the "Financing").

FINANCING PURPOSE	
Working Capital – COVID	\$2,210,000.00
Refinance– Senior Lender (StoneGate)	\$600,000.00
	<u>\$2,810,000.00</u>
FUNDING	
BDC Capital	\$2,000,000.00
Demand revolve loan BMO	\$810,000.00
	<u>\$2,810,000.00</u>

The amounts advanced under the Financing will reasonably be expected to support internal working capital needs related to operations of the Borrower with the other sources of liquidity and/or support made available, to ensure a degree of continuity of operations of the Borrower during the current economic environment. No change to the Financing purpose or funding may be made without BDC Capital's prior written consent. All amounts advanced under the Financing may not be used for any other purpose than stated in the Financing purpose described above.

The Letter of Offer is open for acceptance until September 4th, 2020 (the "Acceptance Date"). Unless the Letter of Offer executed by the Financing Parties is received by BDC Capital no later than the Acceptance Date, the Letter of Offer shall automatically become null and void .



BORROWER: Zoom Media Group Inc. (the "Borrower").

GUARANTORS: Zoom Media Corp. and ClubCom LLC, jointly and severally (collectively the "Corporate Guarantors");

(collectively the "Corporate Guarantors" and each individually a "Corporate Guarantor")

The Corporate Guarantors are also sometimes collectively referred to herein as the "Guarantors").

FINANCING

AMOUNT: \$2,000,000.00 , in Canadian currency.

INTEREST RATE: The Financing and all other amounts owed by the Financing Parties pursuant to the Financing Documents for which an applicable rate is not otherwise provided for herein shall bear interest at the following rate:

Floating Rate

BDC Capital's Floating Base Rate plus a variance (the "Variance") of 0.00% per year. On the date hereof, BDC Capital's Floating Base Rate is 4.55% per year.

INTEREST CALCULATION:

Interest shall be calculated daily on the outstanding principal, commencing on the date of the first disbursement, both before and after maturity, default and judgment.

Arrears of interest or principal and all other amounts owing by the Financing Parties pursuant to the Financing Documents shall bear interest at the rate applicable to the Financing and shall be calculated daily and compounded monthly.

MATURITY DATE: August 15th, 2023 or the date on which the last principal payment hereunder is scheduled to be made, whichever date comes last, as amended from time to time (the "Maturity Date").

REPAYMENT: **Instalments and Balloon Payment**

Principal of the Financing shall be payable by way of consecutive monthly instalments of \$33,333.00 commencing on September 15th, 2021 and continuing up to and including the Maturity Date and by way of one balloon payment of \$1,233,341.00 , payable on the Maturity Date. The principal instalments are as follows:

Payments			Start Date	End Date
Number	Frequency	Amount (\$)		
23	Monthly	33,333.00	15-09-2021	15-07-2023
1	Balloon	1,233,341.00	15-08-2023	15-08-2023

Accrued interest is payable monthly on the 15th day of the month (the "Payment Date") commencing on the next occurring Payment Date following the first advance on the Financing.



On the Maturity Date, all other amounts owing pursuant to the Financing documents will become due and payable.

Provided that the Borrower is not in default and subject to the following, the Borrower may repay up to 15% of the then outstanding capital of the Financing without having to pay the fees and charges referred to in the "Prepayment" section of this Letter of Offer (the "Indemnities"). This privilege (hereinafter the "Privilege") may be exercised at any time after a period of one year has elapsed from the Financing Authorization Date. Thereafter, the Privilege will not be cumulative and each subsequent exercise of the Privilege must be at least 12 months after the last exercise of the Privilege. Notwithstanding the foregoing, if the Borrower was to proceed to a prepayment within 90 days following the exercise of the last Privilege, it is expressly agreed that the calculation of the Indemnities would therefore be made using the then outstanding capital of the Financing to which would be added the amount repaid at the time of the exercise of the most recent Privilege.

PREPAYMENT:

The Borrower may prepay at any time all or part of the outstanding principal provided that the Borrower pays to BDC Capital:

- (i) the full or partial amount of the Financing, as applicable
- (ii) all interest and any other fees then due, and
- (iii) a prepayment indemnity equal to the lesser of (a) three (3) months of interest or (b) the aggregate monthly interest payments remaining until the Maturity Date, in each case calculated based on BDC Capital's Floating Base Rate then in effect plus the Variance (the "Prepayment Indemnity").

Partial prepayments shall be applied regressively on the then last maturing instalments of principal.

The occurrence of any event of default listed in Schedule A – Section VI resulting in BDC Capital demanding repayment of the Financing prior to the Maturity Date will be deemed to be a prepayment, and the Borrower will pay to BDC Capital:

- (i) the outstanding balance of the Financing,
- (ii) all interest and any other fees then due, and
- (iii) a prepayment indemnity equal to the lesser of (a) three (3) months of interest or (b) the aggregate monthly interest payments remaining until the Maturity Date, in each case calculated based on BDC Capital's Floating Base Rate then in effect plus the Variance (the "Deemed Prepayment Indemnity").

SECURITY:

As collateral security for the fulfilment of all present and future obligations of the Borrower and the Corporate Guarantors, each Financing Party, as applicable, shall provide BDC Capital with the following security or guarantees (collectively the "Security"), namely:

- a) a movable hypothec for present and future obligations, in the amount of \$2,000,000.00 (excluding the additional hypothec), on the universality of all movable assets of the Borrower, present and future, corporeal and incorporeal, wherever located and, without limiting the foregoing, on all present and future assets of the Borrower related to the intellectual property of the Borrower including, without limitation, patents, trademarks, domain names, source codes, licenses and any



other forms of intellectual property including those already known (the "Intellectual Property"). This hypothec shall be subordinated in rank to any other security granted: i) in favour of the financial institution financing the Borrower's and the Corporate Guarantors' line of credit for its daily operations, ii) previously to financial institutions as at the date hereof, and iii) on specific assets in connection with the financing of equipment needed by the Borrower and the Corporate Guarantors in the normal course of its business;

- b) a General Security Agreement granting a general and continuing security interest in all of the Borrower's present and after acquired personal property and, without limiting the foregoing, on all present and future assets of the Borrower related to the Intellectual Property of the Borrower with PPSA filings in all applicable Canadian jurisdictions. This security interest shall be subordinated in rank to any other security granted: i) in favour of the financial institution financing the Borrower's and the Corporate Guarantors' line of credit for its daily operations, ii) previously to financial institutions as at the date hereof, and iii) on specific assets in connection with the financing of equipment needed by the Borrower and the Corporate Guarantors in the normal course of its business;
- c) a General Security Agreement granting a general and continuing security interest in all of ClubCom LLC's present and after acquired personal property and, without limiting the foregoing, on all present and future assets of ClubCom LLC related to the intellectual property of ClubCom LLC including, without limitation, patents, trademarks, domain names, source codes, licenses and any other forms of intellectual property including those already known with UCC filings in all applicable US jurisdictions. This security interest shall be subordinated in rank to any other security granted: i) in favour of the financial institution financing the Borrower's and the Corporate Guarantors' line of credit for its daily operations, ii) previously to financial institutions as at the date hereof, and iii) on specific assets in connection with the financing of equipment needed by the Borrower and the Corporate Guarantors in the normal course of its business;
- d) A duly executed guarantee from the Corporate Guarantors for an unlimited amount, in a form substantially similar to the draft guarantee annexed hereto as Schedule B;
- e) A duly executed postponement and subordination agreement in favour of BDC Capital by the holders of any present and future preferred shares or redeemable shares of the Borrower or the Corporate Guarantors;
- f) A duly executed postponement and subordination agreement in favour of BDC Capital with respect to any amount of capital and interest payments from received loans or issued notes owed by the Borrower or the Corporate Guarantors to any of its shareholders or any other parties, the whole subject to a maximum annual amount of



US\$127,680.00 payable to Francois de Gaspé Beaubien (or any related companies). No cash interest will be allowed (only capitalized) without the prior written consent of BDC Capital for the duration of the Financing;

- g) Any other security or such other documents as BDC Capital may reasonably request, including in order to register and/or to perfect the Security to be granted to BDC Capital as provided hereunder.

BDC Capital's rights under the Financing and the above securities will not be subject to any enforcement standstill or payment blockage.

All security documents shall be in form and substance satisfactory to BDC Capital and prepared by BDC Capital's legal counsel.

**CONDITIONS
PRECEDENT TO
DISBURSEMENT:**

Any obligation to make any advance under the Letter of Offer is subject to the following conditions being fulfilled to the entire satisfaction of BDC Capital:

- a) Receipt by BDC Capital of:
 - The Security in form and substance satisfactory to BDC Capital, registered as required to perfect and maintain the validity and rank of the Security, and such certificates, authorizations and resolutions as BDC Capital may reasonably require, including evidence of the authorization by the Financing Parties of the Security;
 - Financial and other information relating to each Financing Party and their businesses as BDC Capital may reasonably require;
- b) Completion to the satisfaction of BDC Capital of the following events:
 - Legal due diligence of the Financing Parties.

Furthermore, without limiting the foregoing:

- (i) All the representations and warranties made by the Borrower or the Corporate Guarantors and their representatives shall be true and exact as at the date of any disbursement of the Financing and a certificate to that effect must be signed by the Borrower and the Corporate Guarantors and their representatives prior to any such disbursement.
- (ii) The Borrower and the Corporate Guarantors shall have transferred in favour of BDC Capital all the rights which each of the Borrower and the Corporate Guarantors holds in any all-risk insurance, including fire insurance, policies affecting its assets, BDC Capital being designated by the Borrower and the Corporate Guarantors as loss payee on such policies for the full amount of the Financing.
- (iii) The Financing Parties shall not be (i) in default pursuant to the terms of any other contract, agreement or obligation entered into or executed in favour of BDC Capital nor (ii) in default under any other agreement with any third party for the granting of a loan or other financial assistance.



The Financing is expected to be disbursed in 3 tranches, the first tranche in the amount of \$1,000,000.00, the second tranche in the amount of \$500,000.00, and the third tranche in the amount of \$500,000.00 .

Without limiting the above, prior to the disbursement of each tranche, additional conditions precedent must be met, including: i) no event of default under the Financing Documents, ii) the representations and warranties shall be reiterated as true and correct, and iii) receipt or completion of the following:

Prior to the first tranche disbursement of \$1,000,000 .00:

- 1) Since authorization, no Material Adverse Change in the financial situation of the Financing Parties or in the risk evaluation shall have occurred as at the date of any disbursement of the Financing and the Borrower and the Corporate Guarantors shall provide updated in-house financial statements (balance sheet, income statement, cash flow, agings and bank statement), along with the certificate of conformity relating to the operating line of credit of the Borrower provided to the banker or the short-term lender, never older than 60 days which compare favorably with budgets provided on July 31, 2020 and which show no Material Adverse Change in the financial situation of the Borrower or the Corporate Guarantors since the last audited financial statements submitted to BDC Capital and the internal financial statements submitted to BDC Capital at the time of authorization;
- 2) Submit evidence that the Borrower and the Corporate Guarantors have received support from BMO in the amount of US\$2,600,000 .00, at terms and conditions satisfactory to BDC Capital including US\$600,000.00 to be disbursed prior or concurrently to BDC Capital's first tranche of \$1,000,000 .00 in order to refinance the current senior lender.

Prior to the second tranche disbursement of \$500,000 .00 (available no earlier than December 1st, 2020):

- 1) Since authorization, no Material Adverse Change in the financial situation of the Financing Parties or in the risk evaluation shall have occurred as at the date of any disbursement of the Financing and the Borrower and the Corporate Guarantors shall provide updated in-house financial statements (balance sheet, income statement, cash flow, agings and bank statement), along with the certificate of conformity relating to the operating line of credit of the Borrower provided to the banker or the short-term lender, never older than 30 days which compare favorably with budgets provided on July 31, 2020 and which show no Material Adverse Change in the financial situation of the Borrower or the Corporate Guarantors since the last audited financial statements submitted to BDC Capital and the internal financial statements submitted to BDC Capital at the time of authorization;
- 2) The Borrower must submit updated financial information including,



without limiting, a revised budget providing cash flow visibility of at least 12 months. The provided information shall be satisfactory to BDC Capital and confirm that the Financing and existing facilities are enough to support the Borrower's and the Corporate Guarantors' working capital needs.

If the Borrower fails to comply with this condition, disbursement of this tranche may be subject to additional support from shareholders, the senior lender and/or third parties, at the sole discretion of BDC Capital.

- 3) The Borrower must submit a confirmation of its eligibility regarding the second round of the Paycheck Protection Program for a minimum amount of \$1,500,000.00.

If the Borrower fails to comply with this condition, disbursement of this tranche may be subject to additional support from shareholders, the senior lender and/or third parties, at the sole discretion of BDC Capital.

Prior to the last tranche disbursement of \$500,000.00 (available no earlier than March 1st, 2020)

- 1) Since authorization, no Material Adverse Change in the financial situation of the Financing Parties or in the risk evaluation shall have occurred as at the date of any disbursement of the Financing and the Borrower and the Corporate Guarantors shall provide updated in-house financial statements (balance sheet, income statement, cash flow, agings and bank statement), along with the certificate of conformity relating to the operating line of credit of the Borrower provided to the banker or the short-term lender, never older than 30 days which compare favorably with budgets provided for the purpose of the second disbursement and which show no Material Adverse Change in the financial situation of the Borrower or the Corporate Guarantors since the last audited financial statements submitted to BDC Capital and the internal financial statements submitted to BDC Capital at the time of authorization;
- 2) The Borrower must submit updated financial information including, without limiting, a revised budget providing cash flow visibility of at least 12 months. The provided information shall be satisfactory to BDC Capital and confirm that the Financing and existing facilities are enough to support the Borrower's and the Corporate Guarantors' working capital needs.

If the Borrower fails to comply with this condition, disbursement of this tranche may be subject to additional support from shareholders, the senior lender and/or third parties, at the sole discretion of BDC Capital.



3) Submit evidence that the Borrower and the Corporate Guarantors have an available line of credit from BMO of at least US\$4,000,000, at terms and conditions satisfactory to BDC Capital;

If the Borrower fails to comply with this condition, disbursement of this tranche may be subject to additional support from shareholders, the senior lender and/or third parties, at the sole discretion of BDC Capital.

UNDERLYING CONDITIONS:

So long as any amount owing pursuant to the Financing Documents remains unpaid, the following conditions shall be met:

- a) Requested documents:
 - (i) The Borrower shall remit (or cause to be remitted, as applicable) to BDC Capital the annual financial statements detailed and requested in the following table, within 120 days after the end of their respective financial year:

Company	Type	Frequency	Period Ending
Zoom Media Group Inc.	Consolidated Audited	Annual	December
Zoom Media Corp.	Notice to Reader	Annual	December
ClubCom LLC	Notice to Reader	Annual	December
ClubCom International Limited	Notice to Reader	Annual	December

- (ii) Each of the Borrower and the Corporate Guarantors shall remit to BDC Capital its internal financial statements, on a quarterly basis, on a separate basis and consolidated (or combined if requested by BDC Capital), within 30 days after the end of each quarter;
 - (iii) The quarterly internal financial statements remitted to BDC Capital shall have a comparative section with the results of the corresponding period of the last financial year;
 - (iv) Each of the Financing Parties which is an individual shall remit, on demand, to BDC Capital an up-to-date personal net worth statement using the BDC Capital's Statement of Personal Affairs;
 - (v) Each of the Borrower and the Corporate Guarantors shall remit further to any change in the enterprise or on demand to BDC Capital (i) a corporate ownership chart, (ii) an organizational chart and (iii) an updated list of employees reporting to the President and CEO;
 - (vi) Each of the Borrower and the Corporate Guarantors shall remit annually to BDC Capital a listing of all aged accounts payable and accounts receivable (with a copy of the approved annual budget);
- b) Each of the Financing Parties must provide BDC Capital, as quickly as possible, with the financial statements and reports and any other



financial information that BDC Capital may reasonably require from time to time.



DISBURSEMENT:

Unless otherwise authorized and except for refinancing of BDC Capital loans, funds will be disbursed to BDC Capital's legal counsel who will confirm to BDC Capital the execution, delivery and registration of the security. The latter may, if they have provided their final invoicing concurrently with the above confirmation, pay it from the disbursed funds. Any subsequent fees or disbursement shall be collected directly from the Borrower.

BDC Capital may cancel any portion of the Financing which has not been disbursed after six months from August 20th, 2020 (the "Authorization Date").

FEES:

Cancellation Fee

If no part of the Financing has been disbursed by August 20th, 2021 (the "Lapsing Date"), the Borrower and the Corporate Guarantors shall pay BDC Capital a cancellation fee of 60,000.00\$, provided, however, that BDC Capital shall have the right to extend the Lapsing Date in its sole and entire discretion without notice to or consent from the Borrower and the Corporate Guarantors. For greater certainty and in any event, BDC Capital will not charge a cancellation fee on any portion of the Financing cancelled by BDC Capital prior to the Lapsing Date.

In case of partial disbursement not already provided for in this Letter of Offer, any part of the Financing that has not been disbursed by the Lapsing Date will automatically be cancelled. If more than 50% of the Financing is so automatically cancelled, the Borrower and the Corporate Guarantors shall pay a cancellation fee of 3% of the portion of the Financing automatically so cancelled.

The cancellation fee is payable on demand and is liquidated damages, not a penalty, and represents a reasonable estimate of BDC Capital's damages should the Financing be cancelled or allowed to lapse in whole or in part.

Standby Fee

Commencing 6 months after the Authorization Date, the Borrower and the Corporate Guarantors shall pay BDC Capital a non-refundable standby fee calculated at a rate of 1.50% per annum on the portion of the Financing which has not been advanced or cancelled. This fee shall be calculated daily and be payable in arrears commencing on the next occurring Payment Date and on each Payment Date thereafter.

Financing Management Fee

The Borrower and the Corporate Guarantors shall pay BDC Capital a non-refundable management fee of \$750.00 per year. This management fee is payable on the date of the first Payment Date following the anniversary of the first advance of the Financing and thereafter on each Payment Date immediately following the anniversary of such first advance, until the Maturity Date

Legal Fees and Expenses

The Borrower and the Corporate Guarantors shall pay all legal fees and expenses of BDC Capital incurred in connection with the Financing and the Financing Documents including the enforcement of the Financing and the Financing Documents. All legal fees and expenses of BDC Capital in connection with any amendment or waiver related to the foregoing shall also be for the account of the Borrower and the Corporate Guarantors.



The Borrower's and the Corporate Guarantors' obligation to indemnify BDC Capital under this Section continues before and after default and notwithstanding repayment of the Financing or discharge of any part or all of the Security.

REPRESENTATIONS AND WARRANTIES:

Each of the Borrower and the Corporate Guarantors makes the representations and warranties in Schedule A – Section III. These representations and warranties shall survive the execution of the Letter of Offer and shall continue in force and effect until the full payment and performance of all obligations of the Financing Parties pursuant to the Financing Documents.

COVENANTS:

So long as any amount owing pursuant to the Financing Documents remains unpaid, the Borrower and the Corporate Guarantors shall perform the covenants set forth in Schedule "A" – Sections IV and V.

Without limiting the above, the Borrower and the Corporate Guarantors will notify BDC Capital of their intent to use IFRS and acknowledge, by undertaking to sign the resulting amended forms or contracts, that there may be modifications required to the calculation of required ratios and to other pertinent calculations to ensure the spirit of the underlying conditions is maintained

EVENTS OF DEFAULT:

The occurrence of any of the events listed in Schedule A – Section VI constitutes an event of default under the Letter of Offer. If a default occurs, any obligation of BDC Capital to make any advance, shall, at BDC Capital's option, terminate and BDC Capital may, at its option, demand immediate payment of the Financing and enforce any security, the whole without any prejudice to the covenants of the Financing Parties to pay the Prepayment Indemnity or Deemed Prepayment Indemnity, as applicable, if a portion of the Financing has been disbursed before the occurrence of the default justifying the application of this paragraph. In addition to the events listed in Schedule A- Section VI, it will be an event of default under the Letter of Offer if the Financing Parties fail to execute and deliver all required Security to BDC Capital within 30 days after BDC Capital provides a written request of the Borrower to do so.

CONFLICTS:

The Financing Documents constitute the entire agreement between BDC Capital and the Financing Parties. To the extent that any provision of the Financing Documents is inconsistent with or in conflict with the provisions of the Letter of Offer, the provisions of the Letter of Offer shall govern.

INDEMNITY:

The Borrower and the Corporate Guarantors shall indemnify and hold BDC Capital harmless against any and all claims, damages, losses, liabilities and expenses incurred, suffered or sustained by BDC Capital by reason of or relating directly or indirectly to the Financing Documents save and except any such claim, damage, loss, liability and expense resulting from the gross negligence or wilful misconduct of BDC Capital.

SCHEDULES:

All Schedules have been inserted after the signature page and form an integral part of the Letter of Offer.

DEFINITIONS:

In the Letter of Offer, capitalized terms have the meanings described in Schedule "A"- Section I or Section II or are defined elsewhere in the text of the Letter of Offer.

GOVERNING LAW:

The Letter of Offer shall be governed by and construed in accordance with the laws of the province of Quebec and the laws of Canada applicable therein. Any claim or suit for any reason whatsoever under this Letter of Offer shall be



brought in the city of Montreal, province of Quebec, Canada, at the exclusion of any other judicial district which may have jurisdiction over such dispute as prescribed by law.

SUCCESSORS AND ASSIGNS:

The Letter of Offer shall be binding on and enure to the benefit of each Financing Party and BDC Capital and their respective successors and assigns. No Financing Party shall have the right to assign, in whole or in part, its rights and obligations under or pursuant to the Financing Documents without BDC Capital's prior written consent.

ACCEPTANCE

The Letter of Offer and any modification of it may be executed and delivered by original signature, fax, or any other electronic means of communication acceptable to BDC Capital and in any number of counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Letter of Offer.

Should you have any questions regarding the Letter of Offer, do not hesitate to communicate with Nicolas Beaudet at (514) 496-1588 .

This 25 day of August 2020

BDC CAPITAL INC.

Nicolas Beaudet

By: _____
Nicolas Beaudet, Director, Growth and Transition Capital

Bernard Melameth

By: _____
Bernard Melameth, Managing Director, Growth and Transition Capital



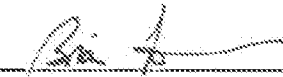
CONSENT AND ACCEPTANCE

Each Financing Party hereby accepts the foregoing terms and conditions set forth above and in all attached Schedules.

Signed this 31 day of August 2020.

BORROWER


Zoom Media Group Inc.

By: 

Brian Lindy, Chief Financial & Operating Officer


CORPORATE GUATANTORS

Zoom Media Corp.

By: 

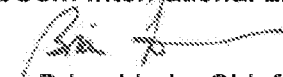
Brian Lindy, Chief Financial & Operating Officer

ClubCom LLC

By: 

Brian Lindy, Chief Financial & Operating Officer

ClubCom International Limited



Brian Lindy, Chief Financial & Operating Officer



SCHEDULE A

SECTION I
DEFINITIONS

"ASPE" means the accounting standards for private enterprises, Part II CPA Canada Handbook.

"BDC Capital's Floating Base Rate" - means the annual rate of interest announced by the Bank through its offices from time to time as its floating rate then in effect for determining the floating interest rates on Canadian dollar loans.

"Change of Control" - means any operation or series of successive and subsequent transactions pursuant to which the Control of a Person is transferred from one Person to another or required by a Person, or any binding undertaking to proceed with any such operations

"Control" - means the power to, directly or indirectly, direct or cause the direction of the management and business or affairs of a Person, whether through ownership of voting securities, by contract or otherwise, including, but without limiting the foregoing, in the case of a corporation the holding, directly or indirectly of more than fifty per cent (50%) of the voting shares of such corporation.

"Financing" - shall have the meaning indicated in the preamble, or, as the context may require, at any time the unpaid principal balance of the Financing.

"Financing Documents" - means, collectively, the application for financing, the Letter of Offer, the security contemplated by the Letter of Offer and all other documents, instruments and agreements delivered in connection with the foregoing.

"Financing Party" - means either the Borrower or any of the Guarantors and "Financing Parties" means collectively each of the Borrower or Guarantors.

"IFRS" - means the International Financial Reporting Standards issued by the International Accounting Standards Board and adopted by the Accounting Standards Board as Canadian GAAP for publicly accountable enterprises and the ones which opt to adopt such standards.

"Material Adverse Change" - means (i) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, business, properties or prospects of any Financing Party, (ii) a material impairment of the ability of any Financing Party to perform any of its obligations under any Financing

Document, or (iii) a material adverse effect upon any substantial portion of the assets subject to security in favour of BDC Capital or upon the legality, validity, binding effect, rank or enforceability of any Financing Document.

"Person" - includes any individual, natural person, sole proprietorship, partnership, limited partnership, unincorporated association, syndicate or organization, any trust, body corporate, government agency, and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative and any other form of organization or entity whatsoever.

SECTION II
Intentionally Deleted

SECTION III
REPRESENTATIONS AND WARRANTIES

Each of the Borrower and the Corporate Guarantors hereby represents and warrants to BDC Capital that:

- 1. It is a partnership, trust or corporation, as the case may be, duly constituted, validly existing and duly registered or qualified to carry on business in each jurisdiction where it is required by applicable laws to be so registered or qualified.
2. The execution, delivery and performance of its obligations under the Letter of Offer and the other Financing Documents to which it is a party have been duly authorized and constitute legal, valid and binding obligations enforceable in accordance with their respective terms.
3. It is not in violation of any applicable law, which violation could lead to a Material Adverse Change.
4. Since Authorization Date, no Material Adverse Change exists and there are no circumstances or events that constitute or would constitute, with the lapse of time, the giving of notice or otherwise, a Material Adverse Change.
5. It is not in default under the Letter of Offer or any other Financing Document.
6. All information provided by it to BDC Capital is complete and accurate and does not omit any material fact and, without limiting the generality of the foregoing, all financial statements delivered by it to BDC Capital fairly present its financial condition as of the date of such financial statements and the results of its operations for



the period covered by such financial statements, all in accordance with ASPE.

7. There is no pending or threatened claim, action, prosecution or proceeding of any kind including but not limited to non-compliance with environmental law or arising from the presence or release of any contaminant against it or its assets before any court or administrative agency which, if adversely determined, could lead to a Material Adverse Change.
8. In respect of properties and assets charged pursuant to the Financing Documents, it has good and marketable title, free and clear of any encumbrances, except for what has been disclosed herein or has been accepted in writing by BDC Capital.
9. It is the rightful owner of all its intellectual property with all right, title and interest in and to all of its intellectual property.

The foregoing representations and warranties shall remain in full force and true until the Financing is repaid in full.

SECTION IV COVENANTS

The Borrower and each of the Corporate Guarantors shall:

1. Perform its obligations and covenants under the Financing Documents.
2. Maintain in full force and effect and enforceable the Security contemplated by this Letter of Offer.
3. Notify BDC Capital immediately of the occurrence of any default under the Letter of Offer or any other Financing Documents.
4. Comply with all applicable laws and regulations.
5. Keep all its assets insured for physical damages and losses on an "All-Risks" basis for their full replacement value and cause all such insurance policies to name BDC Capital as loss payee as its interests may appear. The policies shall also name BDC Capital as mortgagee and include a standard mortgage clause in respect of buildings over which BDC Capital holds security and, as further security, assign or hypothecate all insurance proceeds to BDC Capital; and

If requested by BDC Capital, maintain adequate general liability insurance and environmental insurance or any other type of insurance it may reasonably require to protect it against any losses or claims arising from pollution or contamination incidents and to provide certified copies of such policies.

6. Notify BDC Capital immediately of any loss or damage to its property.
7. Without limiting the generality of paragraph 4 above, in relation to its business operations and the assets and projects of its business, operate in conformity with all environmental laws and regulations; make certain that its assets are and will remain free of environmental damage; inform BDC Capital immediately upon becoming aware of any environmental issue and promptly provide BDC Capital with copies of all communications with environmental authorities and all environmental assessments; pay the cost of any external environmental consultant engaged by BDC Capital to effect an environmental audit and the cost of any environmental rehabilitation or removal necessary to protect, preserve or remediate the assets, including any fine or penalty BDC Capital is obligated to incur by reason of any statute, order or directive by a competent authority.
8. Promptly pay all government remittances, assessments and taxes including real estate taxes and provide BDC Capital with proof of payments as BDC Capital may request from time to time.
9. Promptly furnish to BDC Capital such information, reports, certificates and other documents concerning any Financing Party as BDC Capital may reasonably request from time to time.
10. Not engage in, or permit its premises to be used by a tenant or other person, for any activity which BDC Capital, from time to time, deems ineligible, including without limitation any of the following ineligible activities:
 - a) businesses that are sexually exploitive or that are inconsistent with generally accepted community standard of conduct and propriety, including those that feature sexually explicit entertainment, products or services; businesses that are engaged in or associated with illegal activities; businesses trading in countries that are proscribed by the Federal Government;
 - b) businesses that operate as stand-alone nightclubs, bars, lounges, cabarets, casinos, discotheques, video arcades, pool and billiard halls, and similar operations;
 - c) businesses that promote nudism and naturism.

BDC Capital's finding that there is an ineligible activity will be final and binding between the



parties and shall not be subject to review. The prohibition set out in this paragraph 10 shall also apply to any entity that Controls, is Controlled by, or that is under the common control with, any Financing Party.

11. In the event that one or several related corporations are incorporated or acquired, including all new subsidiaries and sister companies of the Borrower, these new entities shall ratify and become a party to this Letter of Offer as co-borrower or guarantor at the sole discretion of BDC Capital. BDC Capital may require that these new entities grant in favour of BDC Capital security which shall be registered on their assets to guarantee their respective obligations and the obligations and the Financing pursuant to this Letter of Offer.

**SECTION V
NEGATIVE COVENANTS**

Without the prior written consent of BDC Capital, neither the Borrower nor any of the Corporate Guarantors shall:

1. Change the nature of its business.
2. Amalgamate, merge, acquire or otherwise combine its business, or create an affiliated company ("affiliate" having the meaning given to it in the Canada Business Corporations Act), or sell or otherwise transfer a substantial part of its business or any substantial part of its assets, or grant any operating license.
3. Permit any of its shareholders to sell or transfer their shares in the capital stock of such Financing Party save and except shares listed on a recognized stock exchange acceptable to BDC Capital.
4. Permit any Change of Control of such Financing Party or change the capital structure of such Financing Party by contractual or other means.
5. Permit any change in the shareholding of such Financing Party, except for options issued to employees under an approved stock option plan.
6. Allow a loan to be sought or extended, an investment to be made, a guarantee to be given, and no asset securing the Financing shall be pledge or hypothecated to another creditor, whether done for the benefit of the Borrower or for the benefit of a third party.
7. Declare a dividend on, or redeem or repay any obligation in respect of any shares in its capital. In addition, no advance or transfer of funds in any form whatsoever shall be made to the ultimate shareholders and/or to the corporations they own other than in the normal course of the

Borrower's and the Corporate Guarantors' business.

Notwithstanding the foregoing, the Borrower, the Corporate Guarantors and ClubCom International Limited shall not repay, directly or indirectly, make advances, loans or transfers of funds in any manner whatsoever, provide any financial assistance, directly or indirectly, or be used in any manner whatsoever to repay any amount due to ABS Capital Partners by Franbeau Inc.

8. Make any modifications to the end date of its fiscal year, its accounting standards and/or policies.

**SECTION VI
EVENTS OF DEFAULT**

1. Any Financing Party fails to pay any amount owing under or pursuant to the Financing Documents.
2. Any Financing Party fails to comply with or to perform any provision of the Letter of Offer or any other Financing Documents.
3. Any Financing Party is in default under any other agreement with BDC Capital or any third party for the granting of a loan or other financial assistance and such default remains unremedied after any cure period provided in such other agreement.
4. Any representation or warranty made by any Financing Party herein or in any other Financing Document is breached, false or misleading in any material respect, or becomes at any time false.
5. Any schedule, certificate, financial statement, report, notice or other writing furnished by any Financing Party to BDC Capital in connection with the Financing is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.
6. Any Financing Party becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay its debts as they become due; or any Financing Party applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for such Financing Party or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for any Financing Party or for a substantial part of the property of such Financing Party; or any bankruptcy,



reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of any Financing Party; or any Financing Party takes any action to authorize, or in furtherance of, any of the foregoing.

7. The Borrower and/or any of the Corporate Guarantors ceases or threatens to cease to carry on all or a substantial part of its business.
8. The occurrence of a Change of Control of the Borrower and/or any of the Corporate Guarantors from the date of the application of financing.
9. Any Financing Party is in violation of any applicable law relating to terrorism or money laundering, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).
10. The occurrence, in the opinion of BDC Capital, of a Material Adverse Change.

**SECTION VII
GENERAL TERMS AND CONDITIONS**

Each Financing Party agrees to the following additional provisions:

Interest Cap

If the aggregate amount of charges payable as interest, additional interest, interest on arrears, or any other charges paid or payable in connection with the Financing (collectively the "Charges") at any time whatsoever would constitute the application of an effective annual rate of interest in excess of the limit permitted by any applicable law, then the Charges shall be reduced so that the Charges paid or payable shall not exceed the maximum permissible under such law. Any excess which has been paid will be refunded by BDC Capital within ten business days following BDC Capital's determination of the amount to be refunded.

Pre-Authorized Payment System

All payments provided for in the Letter of Offer must be made by pre-authorized debits from the Borrower's bank account. The Borrower shall sign all documentation required to that effect and provide a sample cheque marked void.

Application of Payments

All payments will be applied in the following order:

1. any Prepayment Indemnity or Deemed Prepayment Indemnity;
2. protective disbursements;
3. standby fees (arrears and current);
4. arrears, in the following order: transaction fees, administration fees, management fees, bonuses or other premiums, interest and principal;
5. current balances, in the following order: transaction fees, management fees, bonuses or other premiums, interest and principal;
6. cancellation fees; and
7. other amounts due and payable under the Financing Documents.

Other than regular payments of principal and interest, BDC Capital may apply any other monies received by it, before or after default, to any debt the Borrower may owe BDC Capital under or pursuant to the Letter of Offer or any other agreement and BDC Capital may change those applications from time to time in its sole discretion.

Consent to Disclosure and Exchange of Information

Each Financing Party authorizes BDC Capital, at any time and from time to time, (i) to obtain financial, compliance, account status and any other information about a Financing Party and its respective business from its accountants, its auditors, any financial institution, creditor, credit reporting or rating agency, credit bureau, governmental department, body or utility, and (ii) to disclose and exchange information with any financial institution relating to, in connection with or arising from the business of any Financing Party which BDC Capital may currently have or subsequently obtain.

Each Financing Party recognizes that in accordance with prudent business practices to « know your client » and in accordance with its internal policies, BDC Capital may be required to obtain, verify, maintain information regarding the Financing Parties, their directors, their officers duly authorized to sign, their shareholders or other persons who exercise control over each Financing Party. Each Financing Party agrees to provide without delay all information, including supporting documents and other evidence that BDC Capital, or a potential assignee or another company with an interest in BDC Capital, acting reasonably, could ask to comply with internal policies or legislation in the fight against the laundering of proceeds of crime or financing of terrorist activities that apply to them.

Notices

Notices must be in writing and may be given in person, or by letter sent by fax, mail, courier or electronically; if to a Financing Party, at its address above or such other addresses as the Financing Party may advise BDC Capital in writing, or if to BDC Capital, at BDC Capital's address above.

bdc 



SCHEDULE B
Corporate Guarantee

GUARANTEE

(Loan #____)

GUARANTOR: _ the "Guarantor".

CREDITOR: BUSINESS DEVELOPMENT BANK OF CANADA
the "Bank".

DEBTOR: _ the "Borrower".

DATED: the _ day of , 20_



GUARANTEE

1. **Guarantee.** The Guarantor guarantees the payment of all of the Guaranteed Obligations (as defined hereafter) of the Borrower to the Bank, , arising from the letter of offer of financing and its schedule, dated _ accepted _ and entered into between the Bank and the Borrower, as well as from any amendment thereto and any replacement thereof (hereafter called the "Loan") . For these purposes, the obligations guaranteed hereunder shall include all present and future indebtedness and liabilities of the Borrower to the Bank under the Loan, in principal, interests, fees and other amounts due of any nature whatsoever, and whether incurred by the Borrower alone or with others. All such indebtedness and liabilities are hereafter called the "Guaranteed Obligations".

2. **Limited liability.** Except for the reimbursement of the costs indicated in section 4, which are not limited, the liability of the Guarantor hereunder shall not exceed the amount of (*\$ or * % of the Borrower's current commitment at the time the advances are called back by the Bank) with interest thereon from the date the Bank shall demand payment hereunder, at the rate of interest applicable to the principal amount then outstanding under the Loan.

3. **Solidarity.** If this guarantee has been executed by more than one person, the term "Guarantor" shall mean each such person. The Guarantor shall be solidarily liable with the Borrower and any other Guarantor hereunder. The Guarantor waives any benefit of division. The Guarantor shall therefore be liable for the full amount of the Guaranteed Obligations, up to the limit set forth above.

4. **Reimbursement of costs.** The Guarantor shall also pay to the Bank all costs and disbursements incurred by the Bank for the recovery of the Guaranteed Obligations or for the enforcement of its recourses hereunder, including judicial and extrajudicial fees.

5. **Demand for payment.** This guarantee shall oblige the Guarantor to pay any amount claimed by the Bank on account of the Guaranteed Obligations on demand. Any demand for payment may be made to the Guarantor's last address known to the Bank.

6. **Liability as principal debtor.** Should any of the Guaranteed Obligations be void or not recoverable due to any lack of capacity of the Borrower or to any excess or absence of authority of persons acting on behalf of the Borrower, the Guarantor shall be liable to the Bank as principal debtor of the Guaranteed Obligations and as if such obligations had been contracted by the Guarantor.

7. **Liability not diminished by acts of the Bank.** The liability of the Guarantor shall not be reduced or modified if, without the consent of the Guarantor:

7.1 the Bank grants extensions of time or other indulgences in respect of any or all of the Guaranteed Obligations;



- 7.2 the Bank agrees to any amendment to or replacement of the Loan or waives any provision thereof;
 - 7.3 the Guarantor cannot be subrogated in the rights of the Bank by reason of any act or omission of the Bank;
 - 7.4 the Bank fails to obtain or perfect or renew any security for the Guaranteed Obligations or gives up or releases any such security;
 - 7.5 the Bank enters into any agreement or makes any compromise which has the effect of reducing or extinguishing the liability of the Borrower or the value of any security; or
 - 7.6 the Bank grants total or partial releases to any other guarantor of the Guaranteed Obligations or makes any compromise with any such guarantor.
- 8. Recourses against the Guarantor.** The Bank may enforce its rights under this guarantee without being bound to exercise or exhaust it recourses against the Borrower or any other person liable for the Guaranteed Obligations, including any other guarantor, and without being bound to realize any security. The Guarantor waives any benefit of discussion.
- 9. Release of Borrower.** The Guarantor shall remain liable for the Guaranteed Obligations even if the Borrower is discharged or partially released from such obligations by reason of a bankruptcy, a proposal, and an arrangement or otherwise.
- 10. Capacity and constitution of the Borrower.** This guarantee shall be valid even if the Borrower is not a legal person or does not have legal capacity. If the Borrower is a partnership, this guarantee shall remain in effect notwithstanding any change in the members, composition or business of the partnership. If the Borrower is a corporation, this guarantee shall remain in effect notwithstanding any change in the constitution or business of the corporation and any corporation resulting from the amalgamation of the Borrower with another corporation shall continue to be bound by this guarantee.
- 11. Change in circumstances.** This guarantee shall remain in effect notwithstanding any change in the circumstances having led the Guarantor to execute this guarantee and notwithstanding the termination of the office or duties of the Guarantor or a change in it or in any relationship between the Guarantor and the Borrower.
- 12. Subrogation.** The Guarantor shall not exercise any right of subrogation in the rights of the Bank until the Bank shall have received payment in full of the Guaranteed Obligations.
- 13. Collateral agreements and conditions.** This guarantee is not subject to any condition or agreement, which could diminish the liability of the Guarantor or limit or



modify the terms of this guarantee. The Guarantor waives any representation made by the Bank having such effect.

14. **Additional guarantee.** This guarantee shall be in addition to and not in substitution for any other security or guarantee held by the Bank.

15. **Amendments.** This guarantee may only be amended by a written document executed by the Bank. The Guarantor shall not rely upon any future representation made by the Bank in respect of the liability of the Guarantor unless such representation is in writing and executed by the Bank.

16. **Assigns.** This guarantee is binding upon the Guarantor and the Guarantor's heirs, executors, administrators, successors and assigns and shall benefit the Bank, its successors and assigns. The Bank may assign its rights under this guarantee.

17. **Applicable law.** This guarantee shall be governed by and construed in accordance with the laws of the Province of Quebec.

18. **Counterpart.** This guarantee may be executed in any number of counterparts each of which shall be deemed a original with the same effect as if the signature thereto were upon the same instrument.

19. **Declaration.** *The Guarantor declares having received a copy of the Letter of offer of Financing and when applicable, its schedule referred to in Section 1 above. The Guarantor confirms having received explanations relative to the nature, scope, effects and consequences of the Letter of offer and the present guarantee from _____, Notary or Lawyer and confirms his understanding of the extent of the obligations as set forth in the present Guarantee.*

Signed at __, this __ day __ of __ 20__

(Insert name of Guarantor), Guarantor

(Insert name of Guarantor), Guarantor

Witness (notary or lawyer)



(Insert name)



November 4, 2020

BDCID: 10022177215

Mr. Brian Lindy
Zoom Media Group Inc.
999, Boulevard de Maisonneuve O., Bureau 1000
Montréal, QC
H3A 3L4

Re: BDC Capital Financing 185083-01

Dear Mr. Lindy,

In reference to our Letter of Offer dated August 21, 2020 related to Financing No. 185083-01, and any subsequent amendments thereto, BDC Capital Inc. (« BDC Capital »), a wholly owned subsidiary of Business Development Bank of Canada (« the Bank »), wishes to inform you that your Financing has been modified as follows:

Amendments – Financing Number 185083-01:

SECURITY

The following Securities are added to the Financing :

- a General Security Agreement granting a general and continuing security interest in all of the Borrower's present and after acquired personal property and, without limiting the foregoing, on all present and future assets of the Borrower related to the Intellectual Property of the Borrower with PPSA filings in all applicable Canadian jurisdictions. This security interest shall be subordinated in rank to any other security granted: i) in favour of the financial institution financing the Borrower's and the Corporate Guarantors' line of credit for its daily operations, ii) previously to financial institutions as at the date hereof, and iii) on specific assets in connection with the financing of equipment needed by the Borrower and the Corporate Guarantors in the normal course of its business;
- a General Security Agreement granting a general and continuing security interest in all of Zoom Media Corp's present and after acquired personal property and, without limiting the foregoing, on all present and future assets of Zoom Media Corp. related to the intellectual property of Zoom Media Corp. including, without limitation, patents, trademarks, domain names, source codes, licenses and any other forms of intellectual property including those already known with UCC filings in all applicable US jurisdictions. This security interest shall be subordinated in rank to any other security granted: i) in favour of the financial institution financing the Borrower's and the Corporate Guarantors' line of credit for its daily operations, ii) previously to financial institutions as at the date hereof, and iii) on specific assets in connection with the financing of equipment needed by the Borrower and the Corporate Guarantors in the normal course of its business;



FEES

Standby Fee: The date for payment of Standby Fees has been extended to May 20, 2021. Commencing that date, the Borrower and the Corporate Guarantor shall pay a monthly fee of 1.50% per annum calculated daily on the portion of the Financing which has not been advanced or cancelled.

The amendments shall take effect upon receipt by BDC Capital of the Acceptance Form duly signed by all signatories no later than November 25, 2020.

All other terms and conditions of your financing with BDC Capital remain unchanged.

Yours truly,

Nicolas Beaudet

Nicolas Beaudet
Director, Growth and Transition Capital
Phone: (514) 496-1588

Bernard Melameth

Bernard Melameth
Managing Director, Growth and
Transition Capital
Phone: (514) 263-1709

Encl.

14

Business Development Bank of Canada
Growth & Transition Capital
5, Place Ville Marie, bureau 100
Montréal, QC
H3B2G2

Attention: Mr. Martin Tremblay, Analyst

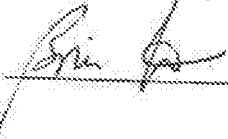
Re: BDC Loan 185083-01

The undersigned accept the terms and conditions set forth in BDC Capital's Letter of Amendment dated November 4, 2020.

Signed this 4th day of November, 2020.
(date) (month) (year)

BORROWER

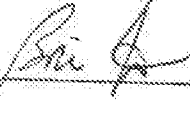
Zoom Media Group Inc.



..... Authorized Signing Officer

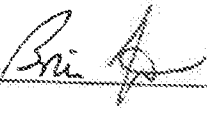
CORPORATE GUARANTORS

Zoom Media Corp.



..... Authorized Signing Office

Clubcom LLC



..... Authorized Signing Officer

SCHEDULE "D"

TO THE

HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS

BETWEEN

BDC CAPITAL INC.

AND

GROUPE ZOOM MÉDIA INC. /
ZOOM MEDIA GROUP INC.

INTELLECTUAL PROPERTY

(SEE FOLLOWING PAGES)

SCHEDULE "D"

INTELLECTUAL PROPERTY

1. Canadian Intellectual Property Office ("CIPO")

Trademarks – Trademarks Application

- a. **"ZOOM"**: trademark registered at CIPO on March 18, 1997 under number LMC472935.
- b. **"LE MÉDIA INCONTOURNABLE"**: trademark registered at CIPO on October 21, 1994 under number LMC434792.
- c. **"MÉDIA STYLES DE VIE"**: trademark registered at CIPO on June 15, 2005 under number LMC642076.
- d. **"TARGETED LIFESTYLE MEDIA"**: trademark registered at CIPO on June 16, 2005 under number LMC642304.
- e. **"ZOOM MOBILE"**: trademark registered at CIPO on September 7, 2006 under number LMC672115.
- f. **"FASHION FRAME"**: trademark registered at CIPO on June 21, 2007 under number LMC690577.
- g. **"ZOOM RAPPEL (& DESSIN)"**: trademark registered at CIPO on December 18, 2007 under number LMC703345.
- h. **"ZOOM RECALL (& DESSIN)"**: trademark registered at CIPO on December 18, 2007 under number LMC703437.
- i. **"ZOOM MARKETING ACTIF"**: trademark registered at CIPO on September 27, 2016 under number LMC950547.
- j. **"ZOOM FITTV"**: trademark registered at CIPO on March 7, 2017 under number LMC964973.
- k. **"ZOOM MEDIA"**: trademark registered at CIPO on March 7, 2017 under number LMC964975.
- l. **"ZOOM MEDIA & MARKETING & DESIGN"**: trademark registered at CIPO on February 13, 2018 under number LMC990602.
- m. **"ZOOM & DESIGN"**: trademark registered at CIPO on February 13, 2018 under number LMC990603.
- n. **"ZOOM MEDIA & DESIGN"**: trademark registered at CIPO on February 13, 2018 under number LMC990604.
- o. **"ZOOM ACTIVE LIFESTYLE MARKETING"**: trademark registered at CIPO on April 10, 2018 under number LMC994099.
- p. **"GENERATION ACTIVE"**: trademark registered at CIPO on July 22, 2020 under number LMC1080665.

Patents – Patents Application

N/A

2. United States Patent and Trademark Office ("USPTO")

Trademarks – Trademarks Application

- a. "ZOOM MEDIA AND MARKETING": trademark registered at USPTO on May 13, 2008 under number 3428583.
- b. "ZOOM ": trademark registered at USPTO on May 25, 2020 under number 85740217.
- c. "ZOOM MEDIA": trademark registered at USPTO on September 12, 2017 under number 5283345.
- d. "ZOOMFITNESS": trademark registered at USPTO on May 6, 2014 under number 4524640.
- e. "ZOOM ACTIVE LIFESTYLE MARKETING": trademark registered at USPTO on September 27, 2016 under number 5050324.
- f. "GENERATION ACTIVE": trademark filed at USPTO on January 24, 2017 under number 87312146.

Patents / Patents Application

N/A

3. United Kingdom Intellectual Property Office ("UK IP Office")

Trademarks – Trademarks Application

- a. "GENERAL ACTIVE" trademark registered at UK IP Office on January 24, 2017, under number UK00003208483.

Patents / Patents Application

N/A