

SECOND AMENDING AGREEMENT TO SHARE PURCHASE AGREEMENT

THIS SECOND AMENDING AGREEMENT TO SHARE PURCHASE AGREEMENT (this "Amending Agreement") made with effect as of the 19th day of July, 2023.

AMONG:

WILDBRAIN LTD., a corporation incorporated under the federal laws of Canada (the "**Purchaser**")

- and -

2672991 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario ("**991**")

- and -

2675116 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario ("**116**")

- and -

WESLEY LUI, an individual resident in the Province of Ontario ("**Wes**")

- and -

RICARDO CURTIS, an individual resident in the Province of Ontario (together with 991, 116 and Wes, collectively, the "**Vendors**")

RECITALS:

- A. The Purchaser and the Vendors have entered into a share purchase agreement dated March 27, 2023, as amended by an amending agreement to share purchase agreement dated June 28, 2023 (the "**Agreement**"), pursuant to which the Vendors agreed to sell to the Purchaser, and the Purchaser agreed to purchase from the Vendors, all of the issued and outstanding shares in the capital of House of Cool Inc. (the "**Purchased Corporation**") on the terms and conditions set out in the Agreement.
- B. Following the date of the Agreement, the following corporations were incorporated in connection with the Business (all such corporations, collectively, the "**ProdCos**", and each, individually, a "**ProdCo**");
- i. **commercially sensitive**, a corporation incorporated in connection with the production currently titled **_____**
 - ii. **commercially sensitive**, a corporation incorporated in connection with the production currently titled **_____**
 - iii. **commercially sensitive**, a corporation incorporated in connection with the production currently titled **_____**
 - iv. **commercially sensitive**, a corporation incorporated in connection with the production currently titled **_____** and

- v. **commercially sensitive**, a corporation incorporated in connection with the production currently titled **_____**

- C. The parties hereto wish to further amend the Agreement in the manner set forth in this Amending Agreement.

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained in this Amending Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 General

All capitalized terms used in this Amending Agreement, unless otherwise defined in this Amending Agreement, shall have the respective meanings given to them in the Agreement.

1.2 Nature of the Amendments to the Agreement

This Amending Agreement shall be effective as of the date first written above. As of and from such date: (i) the provisions of the Agreement and this Amending Agreement shall be read together and have effect as though all of such provisions were contained in one instrument; and (ii) the provisions of the Disclosure Letter and the supplemental disclosure letter attached as Appendix "A" to this Amending Agreement (the "**Supplemental Disclosure Letter**"), which amends and supplements the Disclosure Letter, shall be read together and have effect as though all of such provisions were contained in one instrument.

ARTICLE 2 - CONSENT AND WAIVER

2.1 Consent and Waiver

The Purchaser, for and on behalf of all of the Purchaser Indemnitees, hereby:

- (a) acknowledges that all of the ProdCos were incorporated during the Interim Period; and
- (b) consents to each of the following (collectively, the "**ProdCo Activities**"): (i) the incorporation and organization of each ProdCo; and (ii) all of the respective activities and business conducted by each ProdCo in its ordinary course of business on or prior to the date of this Amending Agreement.

ARTICLE 3 - AMENDMENTS

3.1 Amendment to Subsection 1.1(31) of the Agreement

Subsection 1.1(31) of the Agreement is hereby deleted in its entirety and replaced with the following:

“**Disclosure Letter**” means the disclosure letter dated the date of this Agreement and delivered by the Vendors to the Purchaser with this Agreement, as amended and supplemented by the supplemental disclosure letter to be executed by the Vendors and delivered by the Vendors to the Purchaser on July 19, 2023 with, and attached as Appendix "A" to, a second amending agreement to share purchase agreement, amending this Agreement, to be executed by the Parties on July 19, 2023.”

3.2 Amendment to Subsection 1.1(61) of the Agreement

The parties hereto agree to amend item (i) of Subsection 1.1(61) of the Agreement by replacing the reference to “the date hereof” with “July 19, 2023”.

3.3 Amendment to Subsection 1.1(77) of the Agreement

The parties hereto agree to amend Subsection 1.1(77) of the Agreement by replacing the references to “the date hereof” with “July 19, 2023”.

3.4 Amendment to Subsection 3.1(2)(a) of the Agreement

The parties hereto agree to amend the first sentence of Subsection 3.1(2)(a) of the Agreement by replacing the reference to “the date hereof” with “July 19, 2023”.

3.5 Amendment to Subsection 3.1(9)(i) of the Agreement

The parties hereto agree to amend Subsection 3.1(9)(i) of the Agreement by replacing the references to “the date hereof” with “July 19, 2023”.

3.6 Amendment to Section 4.10 of the Agreement

Section 4.10 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.10 Final Financial Statements

The parties acknowledge and agree that it was their intention that the Financial Statements be delivered by Vendors to Purchaser in final form on the date hereof. Accordingly, the parties have agreed, that upon either or both of the Principals, in his or their respective capacity or capacities as director(s) of members of the Purchased Corporation Group, signing and delivering the final Financial Statements to the Purchaser, this Agreement shall be deemed to have been amended as follows:

- (i) The definition of Financial Statements shall be deleted in its entirety and the following substituted therefor:

“Financial Statements” means, collectively: (i) review engagement financial statement for the Purchased Corporation as of December 31, 2021; (ii) review engagement combined financial statements of the Purchased Corporation, with respect to the Purchased Corporation, HoC Productions Inc., House of Cool (PAW2) Inc. and House of Cool (UCA) Inc., as of December 31, 2021; (iii) notice to reader financial statements of each of House of Cool (PAW2) Inc., House of Cool (UCA) Inc. and HoC Productions Inc. as of December 31, 2021; and (iv) notice to reader financial statements of each of 11706080 Canada Inc. and 9413-8302 Quebec Inc. as of April 30, 2021 and as of April 30, 2022.

- (ii) Section 3.1(5)(a) of this Agreement shall be deleted in its entirety and the following substituted therefor:

3.1(5)(a)(i) The Financial Statements have been prepared in accordance with ASPE consistently applied throughout the period to which they relate. The respective balance sheet of each member of the Purchased Corporation Group contained in the Financial Statements fairly presents the financial position of the Purchased Corporation Group as of its date and the respective statement of earnings and retained earnings of each member of the Purchased Corporation Group contained in the respective Financial Statements fairly presents the

revenues, earnings and results of operations for the periods indicated. The Financial Statements are accurate and complete and are based upon, and are consistent with, the Purchased Corporation Group's financial records.

3.1(5)(a)(ii) The internally prepared consolidated financial statements of the Purchased Corporation, with respect to each member of the Purchased Corporation Group (other than 11706080 Canada Inc., 9413-8302 Quebec Inc., Rock Non Stop Inc. and Massively Cool Inc.), as of December 31, 2022 (the "December 31 2022 Internals") have been prepared, in all material respects, in accordance with ASPE consistently applied throughout the period to which they relate. The respective balance sheet of each member of the Purchased Corporation Group (other than 11706080 Canada Inc., 9413-8302 Quebec Inc., Rock Non Stop Inc. and Massively Cool Inc.) contained in the December 31 2022 Internals does not materially misrepresent the financial position of the Purchased Corporation Group (other than 11706080 Canada Inc., 9413-8302 Quebec Inc., Rock Non Stop Inc. and Massively Cool Inc.) as of its date and the respective statement of earnings and retained earnings of each member of the Purchased Corporation Group (other than 11706080 Canada Inc., 9413-8302 Quebec Inc., Rock Non Stop Inc. and Massively Cool Inc.) contained in the respective December 31 2022 Internals does not materially misrepresent the revenues, earnings and results of operations for the periods indicated. The December 31 2022 Internals are accurate and complete, in all material respects, and are based upon, and are consistent with, the Purchased Corporation Group's (other than 11706080 Canada Inc., 9413-8302 Quebec Inc., Rock Non Stop Inc. and Massively Cool Inc.) financial records.

- (iii) Section 3.1(5)(b) of the Disclosure Letter shall be amended and restated by replacing the draft Financial Statements with the final Financial Statements.

3.7 Amendment to Section 7.2 of the Agreement

The parties agree to add new Subsection 7.2(1)(l) as an additional specific indemnity as follows:

7.2(1)(l) [REDACTED] commercially sensitive [REDACTED]

Subsection 7.2(3)(a)(ii) shall be amended by adding "and 7.2(1)(l)" after the reference to 7.2(1)(k).

Subsection 7.2(4)(b)(ii) shall be amended by replacing the reference to 7.2(1)(k) with "7.2(1)(l)".

3.8 Amendment to Schedule 4.1 of the Agreement

The parties hereto agree to amend Schedule 4.1 of the Agreement by adding the following:

10. Expenses payable pursuant to the Master Lease Agreement dated March 12, 2019 between Royal Bank of Canada and House of Cool Inc. up to an aggregate maximum amount of \$95,000 shall be excluded from the calculation.

ARTICLE 4 - GENERAL PROVISIONS

4.1 Confirmation of Agreement

The Agreement, as amended by this Amending Agreement, continues in full force and effect and is hereby confirmed by the parties hereto.

4.2 Further Assurances

Each party hereto covenants and agrees promptly to execute, deliver, file or record such agreements, instruments, certificates and other documents and to perform such other and further acts as any other party hereto may reasonably request or as may otherwise be necessary or proper to carry out the intent and purpose of and give full effect to this Amending Agreement.

4.3 Governing Law and Forum

This Amending Agreement is governed by and construed in accordance with the laws of the Province of Ontario without regard to its laws regarding conflicts of laws, and the laws of Canada applicable therein.

[Signature Page Follows.]

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

2672991 ONTARIO INC.

By: (Signed) "Wesley Lui"
Name: Wesley Lui
Title: Authorized Signatory

2675116 ONTARIO INC.

By: (Signed) "Ricardo Curtis"
Name: Ricardo Curtis
Title: Authorized Signatory

(Signed) "Wesley Lui"

WESLEY LUI

(Signed) "Ricardo Curtis"

RICARDO CURTIS

WILDBRAIN LTD.

By: (Signed) "James Bishop"
Name:
Title: Authorized Signatory

[Signature Page to Second Amending Agreement to Share Purchase Agreement.]

APPENDIX "A"

Supplemental Disclosure Letter

See attached.