

RESTRUCTURING SUPPORT AGREEMENT

Made effective as of August 19, 2022

Among

PRIMETIME HOLDINGS INC.
(“**PrimeTime**” or the “**Company**”)

and

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE A HERETO
(collectively, the “**Subsidiaries**” and each a “**Subsidiary**”)

and

**EACH OF THE OTHER SIGNATORIES TO THIS SUPPORT AGREEMENT THAT IS
A CONSENTING DEBENTURE HOLDER**

and

**EACH OF THE OTHER SIGNATORIES TO THIS SUPPORT AGREEMENT BY
JOINDER AGREEMENT**

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RESTRUCTURING SUPPORT AGREEMENT

This Support Agreement is made as of August 19, 2022 among

PRIMETIME HOLDINGS INC.
(“**PrimeTime**” or the “**Company**”)

and

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE A HERETO
(collectively, the “**Subsidiaries**” and each a “**Subsidiary**”)

and

**EACH OF THE OTHER SIGNATORIES TO THIS SUPPORT AGREEMENT THAT IS
A CONSENTING DEBENTURE HOLDER**

RECITALS

A. This restructuring support agreement (the “**Support Agreement**”) sets out the agreement among (i) PrimeTime, (ii) the Subsidiaries, and (iii) each of the other signatories to this Support Agreement that is a Consenting Debenture Holder (as defined herein), regarding a recapitalization transaction (the “**Recapitalization Transaction**”) in respect of the Company and the Subsidiaries (PrimeTime and the Subsidiaries, the “**PrimeTime Parties**” and each an “**PrimeTime Party**”), as more fully described in the recapitalization term sheet attached as Schedule C (the “**Term Sheet**”, with the terms of the Recapitalization Transaction set out therein and herein being, collectively, the “**Recapitalization Transaction Terms**”), which Recapitalization Transaction Terms are to form the basis of the Recapitalization Transaction to be implemented pursuant to (i) a plan of arrangement (the “**Plan**”) to be filed by the Company in proceedings to be commenced under the *Business Corporations Act* (British Columbia) (the “**BCBCA**” and, such proceedings, the “**Arrangement Proceedings**”) before the Court (as defined herein), or alternatively (ii) the CCAA Plan (as defined herein) pursuant to a CCAA Proceeding (as defined herein) in accordance with the terms of this Support Agreement, before the Court.

B. Capitalized terms used but not otherwise defined in the main body of this Support Agreement have the meanings given to them in Schedule B.

FOR VALUE RECEIVED, the parties agree as follows:

Section 1.1 Recapitalization Transaction

The Recapitalization Transaction Terms as agreed among the Parties are set forth in this Support Agreement and the Term Sheet, which Term Sheet is incorporated herein and made a part of this Support Agreement. In the case of a conflict between the provisions contained in the main body of this Support Agreement and the Term Sheet, the provisions of the main body of this Support Agreement shall govern. In the case of a conflict between the provisions contained in this Support Agreement or the Term Sheet and the Plan, the terms of the Plan shall govern.

Section 1.2 Representations and Warranties of the Consenting Debenture Holders

Each Consenting Debenture Holder, severally and not jointly, hereby represents and warrants to each PrimeTime Party (and acknowledges that each PrimeTime Party is relying on such representations and warranties) that:

- (a) except as otherwise disclosed by such Consenting Debenture Holder to the Company in writing on or prior to the date of this Support Agreement, it is either the sole beneficial owner of, or has the sole voting and investment discretion over 2021 Debentures in the aggregate principal amount(s) set forth on its signature page to this Support Agreement (collectively, the “**Relevant Secured Debt**”), together with all obligations owing in respect of the Relevant Secured Debt, including accrued and unpaid interest and any other amount that such Consenting Debenture Holder is entitled to claim in respect of the Relevant Secured Debt pursuant to the Secured Debt Documents or otherwise, and no other Secured Debt (except as set forth herein);
- (b) it has the authority to vote or direct the voting of its Relevant Secured Debt in the Arrangement Proceedings or the CCAA Proceeding;
- (c) it: (i) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Support Agreement; (ii) has conducted its own analysis and made its own decision to enter into this Support Agreement; (iii) has obtained such independent advice in this regard as it deemed appropriate; and (iv) has not relied in such analysis or decision on any Person other than its own independent advisors;
- (d) this Support Agreement has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery by the other Parties, this Support Agreement constitutes the legal, valid and binding obligation of such Consenting Debenture Holder, enforceable against such Consenting Debenture Holder in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors’ rights generally and general principles of equity;
- (e) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and has all approvals necessary to execute and deliver this Support Agreement and to perform its obligations hereunder;
- (f) the execution and delivery of this Support Agreement by it and the completion by it of the Recapitalization Transactions contemplated herein do not and will not violate or conflict with any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to such Consenting Debenture Holder or any of its properties or assets;
- (g) except as contemplated by this Support Agreement or otherwise disclosed by such Consenting Debenture Holder to the Company in writing on or prior to the date of this Support Agreement, it has not deposited any of its Relevant Secured Debt into

a voting trust, or granted (or permitted to be granted) any proxies or powers of attorney or attorney in fact, or entered into a voting agreement, understanding or arrangement, with respect to the voting of its Relevant Secured Debt, or caused any of its Relevant Secured Debt, where such trust, grant, agreement, understanding, arrangement, lien, charge, encumbrance or similar restriction would reasonably be expected to restrict in any material manner the ability of such Consenting Debenture Holder to comply with its obligations under this Support Agreement, including the obligations in Section 1.4; and

- (h) it is:
 - (i) an “accredited investor” as defined in Rule 501(a) of Regulation D, or
 - (ii) a “qualified institutional buyer” as defined under Rule 144A of the 1933 Act, or
 - (iii) it was outside the United States when it received the offer of the Transaction Securities, and at the time it executed and delivered this Agreement, and it is not acting for the account or benefit of a U.S. Person or a person in the United States;
- (i) it acknowledges and agrees that:
 - (i) none of the Transaction Securities have been or will be registered or qualified under the 1933 Act or any applicable securities laws of any jurisdiction by reason of a specific exemption from such registration or qualification provisions, the availability of which depends on, among other things, the bona fide nature of the investment intent and the accuracy of such Party’s representations as expressed herein or otherwise made pursuant hereto;
 - (ii) the Transaction Securities are “restricted securities” as defined in Rule 144(a)(3) under the 1933 Act and subject to applicable resale restrictions under Canadian Securities Laws that, pursuant to these laws, the Party acquiring such Transaction Securities must hold them indefinitely unless they are registered with the United States Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements and any applicable Canadian prospectus requirements is available, and if such an exemption is available, it may be conditioned on, among other things, the time and manner of sale, the holding period for the Transaction Securities, information requirements or affiliate restrictions, and there can be no assurances that such requirements can be satisfied; and
 - (iii) no public market now exists for certain of the Transaction Securities and there can be no assurances that a public market will ever exist.

Section 1.3 Representations and Warranties of the PrimeTime Parties

Each PrimeTime Party (except if the representation is explicitly applicable to the Company only) jointly and severally represents and warrants to each Consenting Debenture Holder (and each PrimeTime Party acknowledges that each Consenting Debenture Holder is relying upon such representations and warranties) that:

- (a) the board of directors of PrimeTime and the boards of directors of each Subsidiary have (i) reviewed the Term Sheet, the Recapitalization Transaction Terms and this Support Agreement, (ii) approved the transactions contemplated by the Recapitalization Transaction and Term Sheet, and (iii) determined that such transactions are in the best interest of the Company and each Subsidiary, as applicable;
- (b) it: (i) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Support Agreement; (ii) has conducted its own analysis and made its own decision to enter into this Support Agreement; (iii) has obtained such independent advice in this regard as it deemed appropriate; and (iv) has not relied in such analysis or decision on any Person other than its own independent advisors;
- (c) this Support Agreement has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery by each of the other Parties, this Support Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity;
- (d) it is duly organized, validly existing, and in good standing with respect to filing annual reports under the Laws of the jurisdiction of its incorporation or formation, as the case may be, and it has all requisite corporate power and corporate capacity to enter into this Support Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereby;
- (e) the execution and delivery of this Support Agreement by it and satisfaction of the obligations hereunder, and the completion of the transactions contemplated herein do not and will not (i) subject to obtaining all requisite approvals required pursuant to the Plan, violate or conflict in any material respect with any Law applicable to it or any of its property or assets or (ii) result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles, by-laws or other constating documents;
- (f) all financial information that has been provided or made available to the Consenting Debenture Holders by the Company or the Company's financial advisors, has been prepared in good faith and fairly reflects in all material respects as of the dates thereof, its financial condition and the results of its operations;

- (g) no litigation or proceeding is pending against it before any court, arbitrator, or administrative or governmental body that would materially and adversely affect its ability to enter into this Support Agreement or perform its obligations hereunder, except such actions that first require the Plan to be sanctioned;
- (h) it is conducting its business in compliance with all applicable Laws in all material respects, and neither it, nor any of the other specified entities has received any notice to the effect that, or otherwise has been advised that, it, or any of the other specified entities is not in compliance with such Laws;
- (i) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase, or other acquisition from it, of any of its material properties and assets, other than inventory to be sold in the ordinary course of business or pursuant to contractual wholesale arrangements;
- (j) except as otherwise disclosed by the Company to each Consenting Debenture Holder in writing on or prior to the date of this Support Agreement, there are no “change of control” payments or similar payments or compensation that would be payable to its senior officers or to any of its directors, officers or employees as a result of the implementation of the transactions contemplated by this Support Agreement and the Plan;
- (k) no event or circumstance has occurred which constitutes, or which with the giving of notice, lapse of time, or both would constitute an event of default under any material contracts, to which it is a party, that would be reasonably expected to result in a Material Adverse Change;
- (l) neither the Recapitalization Transaction nor the Arrangement Proceedings will cause a material default or event of default under any material contract now in effect that is expected to remain in effect upon the implementation of the Plan in accordance with its terms (other than those defaults or events of default that are remedied, waived, stayed, extinguished, or otherwise in any way rendered inoperative as part of the Arrangement Proceedings);
- (m) except as otherwise disclosed by the Company to each Consenting Debenture Holder in writing on or prior to the date of this Support Agreement, it is not a party to any contract with any person that would give rise to a valid claim against the Company, or the Consenting Debenture Holders for a brokerage commission, finder’s fee or like payment in connection with the Recapitalization Transaction; and
- (n) for the purposes of the Recapitalization Transaction, it is indebted to the Secured Debenture Holders under the 2021 Debentures in the amount of \$[29,894,092]¹,

¹ Include accrued and unpaid interest up to the date of the agreement

which is comprised of the principal amount outstanding plus accrued but unpaid interest and all other amounts (including fees, costs and expenses).

Section 1.4 Consenting Debenture Holders' Covenants and Agreements

Subject to, and in consideration of, the matters set forth in Section 1.5, as long as this Support Agreement has not expired or been terminated in accordance with the terms hereof, each Consenting Debenture Holder (severally and not jointly) hereby acknowledges, covenants and agrees, subject to the terms set forth herein:

- (a) to consent to and support the Recapitalization Transaction Terms and the implementation of same pursuant to a Plan in the Arrangement Proceedings in accordance with the Recapitalization Transaction Terms, provided that the Plan is consistent with the Recapitalization Transaction Terms;
- (b) not to, directly or indirectly, from the date hereof to the date this Support Agreement is terminated:
 - (i) except as contemplated by the Term Sheet, sell, assign, lend, pledge, hypothecate, dispose or otherwise transfer (in each case, "**Transfer**") any of its Relevant Secured Debt or any rights or interests therein (or permit any of the foregoing with respect to any of its Relevant Secured Debt) or enter into any agreement, arrangement or understanding in connection therewith except with the prior written consent of PrimeTime, *provided* that each Consenting Debenture Holder may, subject to applicable securities laws, without the consent of PrimeTime, Transfer some or all of its Relevant Secured Debt to: (I) any other fund managed by the Consenting Debenture Holder (or an Affiliate) for which the Consenting Debenture Holder (or such Affiliate) has the voting and investment discretion, including discretionary authority to manage or administer funds and continues to exercise investment and voting authority with respect to the transferred Relevant Secured Debt and such Consenting Debenture Holder (or such Affiliate) shall continue to be bound by this Support Agreement in respect of any such Relevant Secured Debt, (II) any other Consenting Debenture Holder, in which event, (x) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Support Agreement in respect of such transferred Relevant Secured Debt, and (y) the transferee shall be bound by the terms of this Support Agreement in respect of such transferred Relevant Secured Debt, and (III) any other Person *provided* that in the case of any such Transfer pursuant to this clause (III), such Person has executed a Joinder Agreement with respect to the transferred Relevant Secured Debt, in which event, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Support Agreement in respect of such transferred Relevant Secured Debt. Notwithstanding the foregoing, no Transfer may be made if, after reasonable consultation with the Company, such Consenting Debenture Holder and the Company conclude that such Transfer could reasonably be expected to hinder or delay the

Company in obtaining regulatory approval of the Recapitalization Transaction; or

- (ii) except as contemplated by this Support Agreement, to deposit any of its Relevant Secured Debt into a voting trust, or grant (or permit to be granted) any proxies or powers of attorney or attorney in fact, or enter into a voting agreement, understanding or arrangement, with respect to the voting of its Relevant Secured Debt if such trust, grant, agreement, understanding or arrangement would in any manner restrict the ability of the Consenting Debenture Holder to comply with its obligations under this Support Agreement, including the obligations in this Section 1.4;
- (c) to act in good faith and take all commercially reasonable actions that are reasonably necessary or appropriate to promptly consummate the Recapitalization Transactions in accordance with the terms and conditions set forth in the Recapitalization Transaction Terms and use its reasonable best efforts to support the Recapitalization Transactions contemplated by this Support Agreement and the Term Sheet, as applicable, including, without limitation, assisting with applicable regulatory approvals and license transfers;
- (d) not to take any action that is inconsistent, in any material respect, with its obligations under this Support Agreement or that would frustrate, hinder or delay the consummation of the Recapitalization Transaction and the Plan; *provided* that nothing in this Support Agreement shall restrict, limit, prohibit, or preclude, in any manner not inconsistent with its obligations under this Support Agreement, any of the Consenting Debenture Holders from, (A) enforcing any rights under this Support Agreement, including any consent or approval rights set forth herein, or (B) contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Support Agreement, or exercising any rights or remedies reserved herein;
- (e) to vote (or cause to be voted) all of its Relevant Secured Debt, as applicable:
 - (i) in favour of the approval, consent, ratification and adoption of the Plan (and any actions required in furtherance thereof) in accordance with the terms herein, provided that the Plan is consistent in all respects with the Recapitalization Transaction Terms; and
 - (ii) against the approval, consent, ratification and adoption of any matter or transaction that, if approved, consented to, ratified or adopted could reasonably be expected to delay, challenge, frustrate or hinder the consummation of the Recapitalization Transaction or the Plan, as applicable,

and that it shall tender its proxy for any such vote in compliance with any deadlines set forth in the Interim Order;

- (f) not to withdraw, amend, or revoke, its tender, consent, or vote with respect to the Plan; *provided, however*, that such vote may be revoked (and, upon such

revocation, deemed void ab initio) by such Consenting Debenture Holder at any time if this Support Agreement is terminated with respect to such Consenting Debenture Holder (it being understood by the Parties that any modification of the Plan that results in a termination of this Support Agreement pursuant to Section 1.12 hereof shall entitle such Consenting Debenture Holder an opportunity to change its vote);

- (g) not to propose, file, solicit, vote for or otherwise support any alternative offer, restructuring, liquidation, workout or plan of compromise or arrangement or reorganization of or for the Company, including any proceeding under the BCBCA, other legislation or otherwise, that is inconsistent with the Recapitalization Transaction and the Plan, except with the prior written consent of the Company;
- (h) to support, and to instruct their respective advisors to support all motions filed by the Company in the Arrangement Proceedings that are consistent with and in furtherance of the Recapitalization Transaction and the Plan and, if requested by the Company, provide commercially reasonable assistance to the Company in obtaining any required regulatory approvals and/or required material third party approvals to effect the Recapitalization Transaction, in each case at the expense of the Company;
- (i) not to take any other action that is materially inconsistent with its obligations under this Support Agreement and the Term Sheet;
- (j) to, until termination or expiration of this Support Agreement, forbear from further exercising any rights or remedies in connection with any events of default that now exist or may in future arise under any other agreement to which the Consenting Secured Debenture Holders are party with the Company and shall take such steps as are necessary to stop any current or pending enforcement efforts in relation thereto;
- (k) subject to Section 1.15 hereof, to allow the Company to disclose the existence and factual details of this Support Agreement with respect to any public disclosure, including, without limitation, press releases and court materials, and the filing of this Support Agreement with the Court in connection with the Arrangement Proceedings; and

Section 1.5 PrimeTime Parties' Covenants and Agreements

Subject to, and in consideration of, the matters set forth in Section 1.4, as long as this Support Agreement has not expired or been terminated in accordance with the terms hereof, each PrimeTime Party (jointly and severally) acknowledges, covenants and agrees:

- (a) to the Recapitalization Transaction Terms;
- (b) to pursue the completion of the Recapitalization Transaction in good faith by way of the Plan on the timetable set forth herein, and not to take any action that is

inconsistent with the terms of this Support Agreement or that it would be prohibited from doing directly or indirectly under this Support Agreement;

- (c) to file the Plan on a timely basis consistent with the terms and conditions of this Support Agreement, to recommend to any Person entitled to vote on the Plan that they vote to approve the Plan and to take all reasonable actions necessary to obtain any regulatory approvals for the Recapitalization Transaction and to achieve the following timeline with respect to the Arrangement Proceedings (which timeline may be extended at any time as agreed by the Company and the Consenting Debenture Holders):
- (i) filing the application in the Arrangement Proceedings seeking the Interim Order by no later than October 31, 2022;
 - (ii) obtaining entry of the Interim Order by the Court, by no later than November 4, 2022;
 - (iii) commencing solicitation procedures with respect to the Plan on or before November 18, 2022;
 - (iv) calling, holding and conducting the meetings contemplated by the Interim Order by no later than November 30, 2022;
 - (v) causing the Plan to be approved by the Court pursuant to the Final Order, in form and substance satisfactory to the Company, acting reasonably, by no later than December 9, 2022;
 - (vi) implementing the Recapitalization Transaction pursuant to the Plan on or prior to the Outside Date; and
 - (vii) if applicable, complying with the timelines and terms set forth in Schedule E;

Each of the foregoing deadlines shall be automatically extended by up to three (3) Business Days on written notice by the Company to the Consenting Debenture Holders, delivered no later than the applicable deadline set out above, that it is taking all reasonable actions necessary to meet its obligations thereunder.

- (d) not to, without the prior written consent of the Consenting Debenture Holders, amend, modify, replace, terminate, repudiate, disclaim or waive any rights under or in respect of (i) its material contracts (other than as expressly required by such material contracts, by this Support Agreement or in the ordinary course of performing their obligations under such material contracts) in any manner that would reasonably be expected to be material, or (ii) this Support Agreement (except as permitted by the terms hereof);

- (e) to promptly notify each of the Consenting Debenture Holders of any claims threatened or brought against it which may impede or delay the consummation of the Recapitalization Transaction or the Plan;
- (f) to timely file a formal written response in opposition to or take all appropriate actions to oppose (if circumstances do not allow for the filing of a formal written response) any objection filed with the Court by any Person which objection is inconsistent with the Plan and the Recapitalization Transaction;
- (g) to take all appropriate actions to oppose any insolvency or other proceeding brought against the Company or any of its subsidiaries;
- (h) to promptly notify the Consenting Debenture Holders if, at any time before the Effective Time, it becomes aware that any material application for a regulatory approval or any other material order, registration, consent, filing, ruling, exemption or approval under applicable laws contains a statement which is materially inaccurate or incomplete or of information that otherwise requires an amendment or supplement to such application, and the Company shall co-operate in the preparation of such amendment or supplement as required;
- (i) except with the prior written consent of the Consenting Debenture Holders, to operate its business in the ordinary course of business, having regard to its current financial condition and the COVID-19 pandemic;
- (j) to not, except with the prior written consent of the Consenting Debenture Holders, enter into any agreement for any acquisition or divestiture by the Company or any of its direct or indirect subsidiaries or affiliates of any of its assets or business with a purchase price that exceeds US\$250,000, other than with respect to the restructuring transaction with 140 Industrial Road, LLC;
- (k) except with the prior written consent of the Consenting Debenture Holders, or as specifically permitted by this Support Agreement and the Recapitalization Transaction, to not: (i) prepay, redeem prior to maturity, defease, repurchase or make other prepayments in respect of any non-revolving funded debt, (ii) other than in the ordinary course of business consistent with past practice and any changes resulting from the COVID-19 pandemic, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any indebtedness of any kind whatsoever; (iii) create, incur, assume or otherwise cause or suffer to exist or become effective any new lien, charge, mortgage, hypothec or security interest of any kind whatsoever in excess of US\$2,000,000 on, over or against any of their assets or property (except for any lien, charge, mortgage, hypothec or security interest that is incurred in the ordinary course of business and that is not material); or (iv) except in connection with the ordinary cash management procedures between the Company and its direct and indirect subsidiaries and affiliates or any intercompany dividends or distributions made that are consistent with past practice, declare or pay any dividends or distributions on

or in respect of any shares in the Company or any of its direct or indirect subsidiaries or affiliates or redeem, retract, purchase or acquire any of such shares;

- (l) to promptly notify each of the Consenting Debenture Holders upon becoming aware of any new claims threatened in writing or brought against it in excess of US\$250,000 in the aggregate;
- (m) to promptly notify each of the Consenting Debenture Holders of any event, condition, or development that has resulted in the inaccuracy or breach of any representation or warranty, covenant or agreement contained in this Support Agreement made by or to be complied with by any PrimeTime Party in any material respect;
- (n) to not, except pursuant to the Plan, amalgamate, consolidate with or merge into, transfer or sell all, substantially all, or a material portion of their assets to, another entity, or materially change the nature of its business or its corporate or capital structure;
- (o) to provide, upon reasonable request and with reasonable prior notice, the Consenting Debenture Holders, with reasonable access to the books and records of the Company and its subsidiaries and affiliates (other than books or records that are subject to solicitor- client privilege or other type of privilege, as applicable) for review in connection with the Recapitalization Transaction, in each case in accordance with, and only to the extent permitted or required by, the terms of any confidentiality agreements with the Company;
- (p) to take all steps reasonably in the control of the PrimeTime Parties to be in compliance with all applicable securities laws in Canada and the United States;
- (q) to not, except (i) as permitted by this Support Agreement; or (ii) with the prior written consent of the Consenting Debenture Holders, commence, consummate an agreement to commence, make, solicit, assist, initiate, encourage, facilitate, propose, file, initiate any discussions or negotiations regarding any alternative offer, restructuring, liquidation, workout or plan of compromise or arrangement, reorganization under the CCAA, BCBCA, other legislation or otherwise;
- (r) that, during the period from the date of this Support Agreement until the earlier of the Effective Time and the time that this Support Agreement is terminated in accordance with its terms, except: (i) with the prior written consent of the Consenting Debenture Holders, such consent not to be unreasonably withheld or delayed; or (ii) as required by applicable Law, to conduct its business in the ordinary course of business consistent with past practice and any changes resulting from the COVID-19 pandemic and in accordance with, in all material respects, all applicable Laws; and
- (s) to use reasonable best efforts to cause its controlled affiliates, directors, officers, employees, advisors, and any other persons acting under the direction of any of them, and the representatives of any of the foregoing, without the express written

knowledge and consent of the Consenting Debenture Holders, to not initiate, solicit, encourage or otherwise request inquiries or proposals with respect to, or engage or participate in any negotiations concerning, or provide any confidential or non-public information or data to, any person or entity relating to, or approve or recommend, or propose to approve or recommend, or execute or enter into, any letter of intent, agreement in principle, or other agreement related to, any offer, proposal, or inquiry relating to, or any third-party indication of interest in (i) any proposal for an alternative refinancing, recapitalization or other extraordinary transaction other than the Recapitalization Transaction or any purchase, sale, or other disposition of all or a material portion of the Company's business or assets, except for the sale of assets in the ordinary course of business, (ii) any issuance, sale, or other disposition of any equity interest (including, without limitation, securities or instruments directly or indirectly convertible or exchangeable into equity but excluding any intercompany transactions necessary or desirable in connection with the Recapitalization Transaction) in the Company (by the Company) or any Subsidiaries, (iii) any merger, acquisition, consolidation or similar business combination transaction, involving the Company or any Subsidiaries (excluding any intercompany transaction necessary or desirable in connection with the Recapitalization Transaction) or (iv) any other transaction the purpose or effect of which would be reasonably expected to, or which would prevent or render impractical, or otherwise frustrate or impede in any material respect, the Recapitalization Transaction.

Section 1.6 Negotiation of Documents

- (a) Subject to the terms and conditions of this Support Agreement, the Parties shall reasonably cooperate with each other and shall coordinate their activities (to the extent practicable) in respect of (i) the timely satisfaction of conditions with respect to the effectiveness of the Recapitalization Transaction and the Plan as set forth herein and therein and otherwise ancillary thereto, (ii) all matters concerning the implementation of the Recapitalization Transaction and the Plan as set forth herein and therein and otherwise ancillary thereto, and (iii) the pursuit and support of the Recapitalization Transaction and the Plan. Furthermore, subject to the terms and conditions of this Support Agreement, each of the Parties shall take such actions as may be reasonably necessary to carry out the purposes and intent of this Support Agreement, including making and filing any required regulatory filings, in each case at the expense of the Company.
- (b) Subject to the terms and conditions of this Support Agreement, to the extent the Support Agreement has not been terminated in accordance with its terms, each Party hereby covenants and agrees (i) to reasonably cooperate and negotiate in good faith, and consistent with this Support Agreement, the Definitive Documents and all ancillary documents relating thereto, as applicable, and (ii) to the extent it is a party thereto, to execute, deliver and perform its obligations under such documents.

Section 1.7 Alternative Implementation Process

- (a) In the event that either:
- (i) the requisite debenture holder approval has not been obtained on the Plan by the Voting Deadline, at a meeting held on or before the meeting deadline set out in Section 1.5(c)(iv) or at a meeting held at a later date, with the consent of the Consenting Debenture Holders; or
 - (ii) the Company and the Consenting Debenture Holders agree to seek the approval of the Plan by the Court notwithstanding a failure, if any, to obtain shareholder approval by the Voting Deadline, and the Court does not approve the Plan and enter the Final Order by the requisite deadline set forth in Section 1.5(c)(v)

then the Company shall immediately, but not later than five (5) Business Days following such deadlines, commence an application in the Court for an initial order under the CCAA and an amended and restated initial order (collectively, the “**Initial CCAA Order**”) each in form and substance satisfactory to the Company and the Consenting Debenture Holders, each acting reasonably, all in accordance with the terms and timeline set forth in Schedule E hereto.

- (b) Except as modified by this Section 1.7, all of the obligations and commitments of the Parties under this Support Agreement shall apply *mutatis mutandis* in the context of the CCAA Proceeding and references to the “Plan” are deemed to be references to the “CCAA Plan” where applicable.

Section 1.8 Conditions to the Consenting Debenture Holders’ Support Obligations

Notwithstanding anything to the contrary contained in this Support Agreement and without limiting any other rights of the Consenting Debenture Holders hereunder, each Consenting Debenture Holder’s obligation to vote in favour of the Plan pursuant to Section 1.4(e)(i) hereof, shall be subject to the satisfaction of the following conditions, each of which may be waived, in whole or in part, by the Consenting Debenture Holders (provided that such conditions shall not be enforceable by a Consenting Debenture Holder, if any failure to satisfy such conditions results directly from an action, error or omission by or within the control of such Consenting Debenture Holder, seeking enforcement):

- (a) each PrimeTime Party shall have executed this Support Agreement;
- (b) the Plan and all Definitive Documents shall be in form and substance acceptable to the Consenting Debenture Holders, acting reasonably;
- (c) all orders made and judgments rendered by any competent court of law and all rulings and decrees of any competent regulatory body, agent or official in respect of the Arrangement Proceedings and the Recapitalization Transaction shall be satisfactory to the Consenting Debenture Holders, acting reasonably;

- (d) the Interim Order, the Plan, the proposed Final Order in respect of the Plan, and all other materials filed by or on behalf of the Company in the Arrangement Proceedings shall have been filed (and, if applicable, issued) in form and substance acceptable to the Consenting Debenture Holders, acting reasonably;
- (e) each PrimeTime Party shall have complied in all material respects with each covenant and obligation in this Support Agreement that is to be performed on or before the date that is three (3) Business Days prior to the Voting Deadline;
- (f) there shall not exist or have occurred any Material Adverse Change from and after the date of this Support Agreement;
- (g) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application (other than a frivolous or vexatious application by a Person other than a Governmental Entity) shall have been made to any Governmental Entity, and no action or investigation shall have been announced, threatened or commenced by any Governmental Entity, in consequence of or in connection with the Recapitalization Transaction that restrains, impedes or prohibits (or if granted could reasonably be expected to restrain, impede or inhibit) the Recapitalization Transaction or any material part thereof or requires or purports to require a material variation of the Recapitalization Transaction;
- (h) the representations and warranties of each PrimeTime Party set forth in this Support Agreement shall continue to be true and correct in all material respects (except for those representations and warranties which expressly include a materiality standard, which shall be true and correct in all respects giving effect to such materiality standard) at and as of the date hereof and at and as of the Effective Date (except to the extent such representations and warranties are by their terms given as of a specified date, in which case such representations and warranties shall be true and correct in all material respects as of such date), except as such representations and warranties may be affected by the occurrence of events or transactions contemplated and permitted by this Support Agreement; and
- (i) all actions taken by the PrimeTime Parties in furtherance of the Recapitalization Transaction and the Plan shall be consistent in all material respects with this Support Agreement.

Section 1.9 Conditions to the PrimeTime Parties' Support Obligations

Notwithstanding anything to the contrary contained in this Support Agreement and without limiting any other rights of the PrimeTime Parties hereunder, the PrimeTime Parties obligation to commence the Arrangement Proceedings or put forward the Plan for a vote in the Arrangement Proceedings, shall be subject to the satisfaction of the following conditions, each of which may be waived, in whole or in part, by the PrimeTime Parties (provided that such conditions shall not be enforceable by an PrimeTime Party, if any failure to satisfy such conditions results directly from an action, error or omission by or within the control of such the PrimeTime Party, seeking enforcement):

- (a) each Consenting Debenture Holder shall have complied in all material respects with each covenant and obligation in this Support Agreement that is to be performed on or before the date that is three (3) Business Days prior to the Voting Deadline.

Section 1.10 Conditions to the Recapitalization Transaction

- (a) The Recapitalization Transaction shall be subject to the satisfaction of the following conditions prior to or at the Effective Time, each of which is for the mutual benefit of the PrimeTime Parties, on the one hand, and the Consenting Debenture Holders, on the other hand, and may be waived in whole or in part jointly by the Company on behalf of the PrimeTime Parties Consenting Debenture Holders (provided that such conditions shall not be enforceable by any PrimeTime Party or a Consenting Debenture Holder, if any failure to satisfy such conditions results directly from an action, error or omission by or within the control of the Party seeking enforcement):
 - (i) by no later than December 31, 2022:
 - (A) the Plan shall have been approved by (A) the Court; and (B) the requisite threshold of affected creditors of the Company, as and to the extent set out in the Interim Order;
 - (B) the Final Order (A) shall have been entered by the Court and (B) shall have become a final order, the implementation, operation or effect of which shall not have been stayed, varied in a manner not acceptable to the Company or the Consenting Debenture Holders, vacated or subject to pending appeal and as to which order any appeal periods relating thereto shall have expired;
 - (C) the Plan and all Definitive Documents shall be in form and substance acceptable to the Company;
 - (D) all disclosure documents (including the Information Circular), solicitation forms with respect to the Arrangement Proceedings and press releases in respect of the Recapitalization Transaction shall be in form and substance acceptable to the Company and the Consenting Debenture Holders, each acting reasonably; provided that, nothing herein shall prevent a Party from making public disclosure in respect of the Recapitalization Transaction to the extent required by applicable Law;
 - (E) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application (other than a frivolous or vexatious application by a Person other than a Governmental Entity) shall have been made to any Governmental Entity, and no action or investigation shall have been announced, threatened or commenced by any Governmental Entity, in consequence of or in connection with the Recapitalization Transaction that restrains, impedes or prohibits (or if granted could

reasonably be expected to restrain, impede or inhibit) the Recapitalization Transaction or any material part thereof or requires or purports to require a material variation of the Recapitalization Transaction;

- (F) all non-regulatory consents, waivers and filings required to be made by the PrimeTime Parties shall have been obtained or made, as applicable, on terms satisfactory to the Company and the Consenting Debenture Holders, each acting reasonably; and
- (G) as applicable, the Director appointed pursuant to section 400 of the BCBCA shall have issued a certificate of arrangement giving effect to the articles of arrangement in respect of the Plan; and

(ii) by no later than the Outside Date:

- (A) all regulatory consents, waivers and filings required to be made by the PrimeTime Parties shall have been obtained or made, as applicable, on terms satisfactory to the Company and the Consenting Debenture Holders, each acting reasonably;
- (B) all filings that are required under applicable Laws in connection with the Recapitalization Transaction required to be made by the PrimeTime Parties shall have been made and any material regulatory consents or approvals that are required in connection with the Recapitalization Transaction shall have been obtained and, in the case of waiting or suspensory periods, such waiting or suspensory periods shall have expired or been terminated;
- (C) the representations and warranties of the Company under this Support Agreement or any document related hereto shall be true and correct in all material respects on the Plan Effective Date;
- (D) the covenants of the Company under this Support Agreement or any document related hereto requested to be performed at or prior to the Plan Effective Date shall have been performed and complied with in all material respects;
- (E) in the event of a CCAA Proceeding, the treatment of the claims against and contracts with the Company shall in each case be consistent with the terms of the Term Sheets or otherwise reasonably acceptable to the Company and the Consenting Debenture Holders, acting reasonably; and
- (F) the Effective Date shall have occurred.

(b) The obligation of the PrimeTime Parties to complete the Recapitalization Transaction and the other transactions contemplated hereby and the consummation

of the Recapitalization Transaction are subject to the satisfaction of the following conditions prior to or at the Effective Time, each of which is for the benefit of the PrimeTime Parties and may be waived, in whole or in part, by the Company on behalf of the PrimeTime Parties (provided that such conditions shall not be enforceable by the PrimeTime Parties if any failure to satisfy such conditions results directly from an action, error or omission by or within the control of any PrimeTime Party):

- (i) the Consenting Debenture Holders shall have complied in all material respects with each covenant and obligation in this Support Agreement that is to be performed by them on or before the Effective Date; and
 - (ii) the representations and warranties of the Consenting Debenture Holders set forth in this Support Agreement shall be true and correct in all material respects (except for those representations and warranties which expressly include a materiality standard, which shall be true and correct in all respects giving effect to such materiality standard) at and as of the date hereof and at and as of the Effective Date with the same force and effect as if made at and as of such date, except (A) that representations and warranties that are given as of a specified date shall be true and correct in all material respects as of such date and (B) as such representations and warranties may be affected by the occurrence of events or transactions contemplated and permitted by this Support Agreement.
- (c) The obligations of the Consenting Debenture Holders to complete the Recapitalization Transaction and the other transactions contemplated hereby and the consummation of the Recapitalization Transaction are subject to the satisfaction of the following conditions prior to or at the Effective Time, each of which is for the benefit of the Consenting Debenture Holders and may be waived, in whole or in part, by the Consenting Debenture Holders (provided that such conditions shall not be enforceable by any Consenting Debenture Holders if any failure to satisfy such conditions results directly from an action, error or omission by or within the control of such Consenting Debenture Holder seeking enforcement):
- (i) the Company shall have (A) achieved the conditions precedent on or before the applicable dates set forth herein (unless such dates have been extended with the consent of the Consenting Debenture Holders), and (B) complied in all material respects with each covenant and obligation in this Support Agreement that is to be performed by them on or before the Effective Date;
 - (ii) the representations and warranties of the PrimeTime Parties set forth in this Support Agreement shall be true and correct in all material respects as of the Effective Date with the same force and effect as if made at and as of such date, except (A) that representations and warranties that are given as of a specified date shall be true and correct in all material respects as of such date and (B) as such representations and warranties may be affected by the

occurrence of events or transactions contemplated and permitted by this Support Agreement;

- (iii) the Final Order, the Plan, the other Definitive Documents and all orders made and judgments rendered by any competent court of law, and all rulings and decrees of any competent regulatory body, agent or official in relation to the BCBCA shall be in form and substance satisfactory to the Consenting Debenture Holders, acting reasonably;
- (iv) all actions taken by the PrimeTime Parties in furtherance of the Recapitalization Transaction and the Plan shall be consistent in all material respects with the Plan and this Support Agreement;
- (v) there shall not exist or have occurred any Material Adverse Change from and after the date of this Support Agreement;
- (vi) all Transaction Securities, when issued and delivered, shall be duly authorized, validly issued and fully paid and non-assessable; and
- (vii) the Company shall have provided each Consenting Debenture Holder with a certificate signed by an officer of PrimeTime certifying compliance with the terms of this Section 1.9(a) as of the Effective Date.

Section 1.11 Releases

The Parties agree that there shall be usual and customary releases in connection with the implementation of the Recapitalization Transaction under the Arrangement Proceedings to be effective as of the Effective Date (the “**Releases**”) pursuant to the Plan (or, to the extent applicable, a CCAA Plan) and the Final Order (or Sanction Order). The Releases shall provide, *inter alia*, that PrimeTime and all of its direct and indirect subsidiaries, the Secured Debenture Holders, and each of the foregoing Persons’ respective current and former directors, officers, managers, partners, employees, auditors, financial advisors, legal counsel and agents (collectively, the “**Released Parties**”) shall be released and discharged from all present and future actions, causes of action, damages, judgments, executions, obligations and claims of any kind or nature whatsoever (other than liabilities or claims attributable to any of Released Party’s gross negligence, willful misconduct or fraud as determined by the final, non-appealable judgment of a court of competent jurisdiction) arising on or prior to the Effective Date in connection with or relating in any way to the Secured Debentures, the Recapitalization Transaction, the Plan, CCAA Plan (as applicable), the Arrangement Proceedings (or CCAA Proceeding, as applicable), this Support Agreement, and any of the transactions contemplated herein, and any other actions or matters related directly or indirectly to the foregoing, provided that the Released Parties shall not be released from or in respect of any of their respective obligations under this Support Agreement, the Plan, or any document ancillary to the foregoing.

Section 1.12 Termination

- (1) This Support Agreement (and, for certainty, any Joinder Agreement) may be terminated by the Consenting Debenture Holders in their sole discretion, by providing

written notice to the Company in accordance with Section 1.16(13) hereof upon the occurrence and continuation of any of the following events:

- (a) if any PrimeTime Party publicly recommends, enters into a written agreement to pursue, or directly or indirectly proposes, supports, assists, solicits or files a motion or pleading seeking approval of a transaction other than the Recapitalization Transaction;
- (b) if the board of directors of the Company or any other PrimeTime Party changes its recommendation to debenture holders that they vote in favour of the Recapitalization Transaction or fails to reconfirm such recommendation within three (3) Business Days of having been requested to do so by the Consenting Debenture Holders;
- (c) if any PrimeTime Party takes any action materially inconsistent with this Support Agreement or fails to comply with, or defaults in the performance or observance of, in all material respects, any term, condition, covenant or agreement set forth in this Support Agreement that, if capable of being cured, is not cured within the longer of (i) three (3) Business Days after receipt of written notice of such failure or default;
- (d) if any representation, warranty or acknowledgement of any PrimeTime Party made in this Support Agreement shall prove untrue in any material respect as of the date when made that, if capable of being cured, is not cured within three (3) Business Days after receipt of written notice of such failure or default;
- (e) upon the issuance of any final decision, order or decree by a Governmental Entity, in consequence of or in connection with the Recapitalization Transaction or the Plan, which restrains, impedes or prohibits the Recapitalization Transaction or the Plan;
- (f) if the Arrangement Proceedings (other than to comply with Section 1.7 hereof) or the CCAA Proceeding, are dismissed or a receiver, interim receiver, receiver and manager, trustee in bankruptcy, liquidator or administrator is appointed with respect to any PrimeTime Party, unless such appointment is made with the prior written consent of the Consenting Debenture Holders, acting reasonably;
- (g) upon the amendment or modification of, the filing of a motion or pleading by any PrimeTime Party seeking to amend or modify, the Recapitalization Transaction Terms or the Plan or any material document or order relating thereto, unless such amendment, modification, or filing is acceptable to the Consenting Debenture Holders, acting reasonably;
- (h) if (i) any of the conditions set forth in Section 1.8 are not satisfied or waived by the Voting Deadline or (ii) any of the conditions set forth in Section 1.9 are not satisfied or waived by the Outside Date;

- (i) if any court of competent jurisdiction has entered a final non-appealable judgment or order declaring this Support Agreement or any material portion thereof to be unenforceable;
- (j) upon the issuance of any order by the Court that is inconsistent with the terms of this Support Agreement, the Term Sheet or the Recapitalization Transaction Terms, that could reasonably be expected to affect any of the foregoing, or the timely completion of the Recapitalization Transaction in accordance with the timelines set forth in this Support Agreement, or that is adverse to the interests or rights of the Consenting Debenture Holders;
- (k) if any of the conditions set forth in Section 1.10(a)(i) are not satisfied or waived by December 31, 2022; or
- (l) if the Recapitalization Transaction has not been completed and/or the Plan has not been implemented by the Outside Date,

in each case unless the event giving rise to the termination right is waived or cured in accordance with the terms hereof.

(2) This Support Agreement may be terminated by the Company on behalf of the PrimeTime Parties, by providing written notice to each of the Consenting Debenture Holders in accordance with Section 1.16(13) hereof upon the occurrence and continuation of any of the following events:

- (a) if any Consenting Debenture Holder takes any action materially inconsistent with this Support Agreement or fails to comply with, or defaults in the performance or observance of, in all material respects, any term, condition, covenant or agreement set forth in this Support Agreement that, if capable of being cured, is not cured within three (3) Business Days after receipt of written notice of such failure or default;
- (b) if at any time the Consenting Debenture Holders that are party to this Support Agreement hold in the aggregate less than 50% of the principal amount of outstanding 2021 Debentures;
- (c) upon the issuance of any final, non-appealable decision, order or decree by a Governmental Entity, in consequence of or in connection with the Recapitalization Transaction or the Plan, which prohibits the Recapitalization Transaction or the Plan; or
- (d) if the Recapitalization Transaction has not been completed and/or the Plan has not been implemented by the Outside Date.

(3) This Support Agreement may be terminated at any time by mutual written consent of the Company and the Consenting Debenture Holders.

- (4) This Support Agreement shall terminate automatically on the Effective Date upon implementation of the Plan.

Section 1.13 Effect of Termination

(1) Subject to Section 1.13(3) below, this Support Agreement, upon its termination, shall be of no further force and effect, and each Party hereto shall be automatically and simultaneously released from its commitments, undertakings, covenants, and agreements under or related to this Support Agreement, and each Party shall have the rights and remedies that it would have had it not entered into this Support Agreement and shall be entitled to take all actions, whether with respect to the Recapitalization Transaction or otherwise, that it would have been entitled to take had it not entered into this Support Agreement. For greater certainty, upon termination of this Support Agreement (i) each Party's obligations under the Term Sheet will terminate, and (ii) any and all votes submitted in respect of the Plan will be deemed to be withdrawn and shall have no effect in any other restructuring proceeding involving the PrimeTime Parties.

(2) Each Party shall be responsible and shall remain liable for any breach of this Support Agreement by such Party occurring prior to the termination of this Support Agreement.

(3) Notwithstanding the termination of this Support Agreement pursuant to Section 1.12, the agreements and obligations of the Parties hereof shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof. Upon the occurrence of any termination of this Support Agreement, any and all votes, consents and proxies tendered by any Consenting Debenture Holder prior to such termination shall be deemed, for all purposes, to be withdrawn, and null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Recapitalization Transaction, this Support Agreement, a CCAA Proceeding, or otherwise.

Section 1.14 Further Assurances

Subject to the terms and conditions of this Support Agreement, each Party shall take all such actions as are commercially reasonable, deliver to the other Parties such further information and documents and execute and deliver to the other Parties such further instruments and agreements as another Party shall reasonably request to consummate or confirm the transactions provided for in this Support Agreement, to accomplish the purpose of this Support Agreement or to assure to the other Party the benefits of this Support Agreement, including, the consummation of the Recapitalization Transaction in all cases at the expense of the PrimeTime Parties.

Section 1.15 Public Announcements

All public announcements made in respect of the Recapitalization Transaction shall be made solely by the Company, provided that such public announcements shall be in form and substance acceptable to the Consenting Debenture Holders and the Company, each acting reasonably. Notwithstanding the foregoing, nothing herein shall prevent a party from making public disclosure in respect of the Recapitalization Transaction to the extent required by applicable Law.

Section 1.16 Miscellaneous

- (1) The headings in this Support Agreement are for reference only and shall not affect the meaning or interpretation of this Support Agreement.
- (2) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.
- (3) This Support Agreement (including the Term Sheet and the other schedules attached to this Support Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof; provided, however, that this Support Agreement does not alter or supersede any confidentiality or non-disclosure agreement between the Company and any of the Consenting Debenture Holders. No prior history, pattern or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement.
- (4) Unless as expressly otherwise set forth herein, this Support Agreement may be modified, amended, waived or supplemented as to any matter in writing (which may include e-mail) by the Company (on behalf of the PrimeTime Parties), the Consenting Debenture Holders;
- (5) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.
- (6) No Party shall have any responsibility by virtue of this Support Agreement for any trading by any other entity. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Support Agreement.
- (7) Any date, time or period referred to in this Support Agreement shall be of the essence except to the extent to which the Company (on behalf of the PrimeTime Parties) and the Consenting Debenture Holders agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- (8) The agreements, representations and obligations of the Consenting Debenture Holders under this Support Agreement are, in all respects, several and not joint and several.
- (9) This Support Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction) and all actions or proceedings arising out of or relating to this Support Agreement shall be heard and determined exclusively in the courts of the Province of British Columbia.
- (10) It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Support Agreement and each non-breaching Party shall be entitled, in addition to any other remedy that may be available under applicable

law, to specific performance and injunctive or other equitable relief as a remedy of any such breach, including an order by a court of competent jurisdiction requiring any Party to comply promptly with any of such obligations, without the necessity of proving the inadequacy of money damages as a remedy. Each Party hereby waives any requirement for the security or posting of any bond in connection with such remedies.

(11) Unless expressly stated otherwise herein, this Support Agreement is intended to solely bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives. No other person or entity shall be a third party beneficiary hereof.

(12) Except as otherwise set forth in Section 1.4(b)(ii), no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Support Agreement without the prior written consent of the other Parties hereto.

(13) All notices, requests, consents and other communications hereunder to any Party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by facsimile, internationally-recognized overnight courier or email. All notices required or permitted hereunder shall be deemed effectively given: (i) upon personal delivery to the Party to be notified, (ii) when sent by facsimile or email if sent during normal business hours of the recipient, if not, then on the next Business Day of the recipient; or (iii) one (1) Business Day after deposit with an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All deliveries required or permitted hereunder shall be deemed effectively made: (A) upon personal delivery to the Party receiving the delivery; (B) one (1) Business Day after deposit with an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (C) upon receipt of delivery in accordance with instructions given by the Party receiving the delivery. Any Party may change the address to which notice should be given to such Party by providing written notice to the other Parties hereto of such change. The address, facsimile and email for each of the Parties shall be as follows:

(a) If to the Company or the PrimeTime Parties at: PrimeTime Holdings Inc.

c/o McMillan LLP
1055 West Georgia Street, Suite 1500
Vancouver, BC V5E 4N7

Attention: Desmond Balakrishnan

Email: desmond.balakrishnan@mcmillan.ca

(b) If to one or more of the Consenting Secured Debenture Holders at:

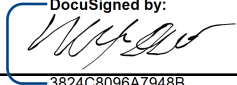
The address set forth for each applicable Consenting Secured Debenture Holder on its signature page to this Support Agreement.

(14) If any term, provision, covenant or restriction of this Support Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions, including terms, covenants and restrictions, of this Support Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the parties shall negotiate in good faith to modify this Support Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

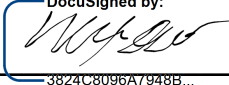
(15) This Support Agreement may be executed by facsimile or other electronic means and in one or more counterparts, all of which shall be considered one and the same agreement.

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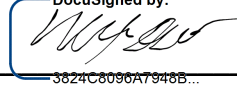
BOUTIQ VENICE LLC
By: PrimeTime Holdings, Inc.
Its: Manager

By:  _____
Name: Max Albert
Title: President

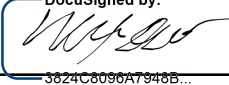
PRIMETIME RALEY LLC
By: PrimeTime Holdings, Inc.
Its: Manager

By:  _____
Name: Max Albert
Title: President

**PRIMETIME MASSACHUSETTS
CULTIVATION, LLC**
By: PrimeTime Holdings, Inc.
Its: Managing Member

By:  _____
Name: Max Albert
Title: President

**PRIMETIME MASSACHUSETTS
RETAIL, LLC**
By: PrimeTime Holdings, Inc.
Its: Managing Manager

By:  _____
Name: Max Albert
Title: President

CONSENTING DEBENTURE HOLDERS:

[•]

By: _____
Name:
Title:

Jurisdiction of residence for legal purposes:

Email:

Address:

Principal Amount of Secured Debt
Interest accrued as at August 19, 2022

Schedule A – Subsidiaries

Primetime Holdings, Inc.

Primetime Merger Sub, Inc.

Primetime Cap, LLC

Primetime Distro, LLC

Nevada Attn to Detail LLC

PrimeTime Group LLC

BOUTIQ Venice LLC

PrimeTime Raley LLC

PrimeTime Massachusetts Cultivation, LLC

PrimeTime Massachusetts Retail, LLC

Schedule B – Definitions

“**1933 Act**” means the United States Securities Act of 1933, as amended.

“**2021 Debentures**” means 8.0% Secured debentures due on March 12, April 9 and July 8, 2023, in the original principal amount of \$29,894,092.

“**Affiliate**” of any Person shall mean any Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided, that, for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Arrangement Proceedings**” has the meaning set out on the Recitals.

“**BCBCA**” has the meaning set out on the Recitals.

“**Business Day**” means each day, other than a Saturday or Sunday or a statutory or civic holiday on which banks are open for business in Vancouver, British Columbia and Toronto, Ontario.

“**Canadian Securities Commissions**” means, collectively, the applicable securities commissions or regulatory authorities in each of the provinces of Canada.

“**Canadian Securities Laws**” means, collectively, and, as the context may require, the applicable securities laws of each of the provinces of Canada, and the respective regulations and rules made under those securities laws together with all applicable policy statements, instruments, blanket orders and rulings of the Canadian Securities Commissions and all discretionary orders or rulings, if any, of the Canadian Securities Commissions made in connection with the transactions contemplated by this Support Agreement together with applicable published policy statements of the Canadian securities administrators, as the context may require.

“**CCAA**” means the *Companies’ Creditors Arrangement Act* (Canada), R.S.C. 1985 c.C-36, as amended.

“**CCAA Plan**” means a plan of reorganization, compromise or arrangement under the CCAA.

“**CCAA Proceeding**” means a proceeding commenced under the CCAA.

“**Company**” has the meaning set out on the title page.

“**Common Shares**” means the subordinate voting common shares of the Company.

“**Consenting Debenture Holders**” means the Secured Debenture Holders that have executed this Support Agreement or a Joinder Agreement hereto.

“**Court**” means the Supreme Court of British Columbia.

“**CSA**” has means the U.S. Controlled Substances Act, 21 USC 801 et seq.

“**Definitive Documents**” means all definitive agreements, court materials and other material documents in connection with the Recapitalization Transaction and the Arrangement Proceedings and/or the CCAA Proceedings (as applicable) and any and all amendments, modifications or supplements relating to any of the foregoing, including, without limitation and as applicable, this Support Agreement, Plan, the Interim Order, the Final Order and all material applications, motions, pleadings, orders, rulings and other documents filed by the Company with the Court in the Arrangement Proceedings or the CCAA Proceedings, the Information Circular and any other material documentation required in connection with the meetings of the Secured Debenture Holders, and if required, shareholders and all other material transaction documents relating to the Recapitalization Transaction and the Plan (including any new (or amended) articles of incorporation, by-laws and other constating documents of the Company), all of the foregoing in form and substance acceptable to the Company and Consenting Debenture Holders, each acting reasonably.

“**Effective Date**” means the date on which the Recapitalization Transaction is implemented pursuant to the Plan.

“**Effective Time**” means the effective time of the Plan on the Effective Date.

“**Final Order**” means a final order of the Court pursuant to the BCBCA that, *inter alia*, approving the Plan, in form and substance acceptable to the Company and Consenting Debenture Holders, each acting reasonably.

“**Governmental Entity**” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

“**Information Circular**” means the notice of the meetings of the Secured Debenture Holders, if applicable, for purposes of voting on the Plan, and accompanying management information circular in respect of the Plan, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent by the Company to Secured Debenture Holders in connection with the Recapitalization Transaction and the Plan, in form and substance acceptable to the Company and Consenting Debenture Holders.

“**Interim Order**” means an interim order of the B.C. Court pursuant to the BCBCA that, *inter alia*, approves the calling for meetings of the Secured Debenture Holders to consider and vote on the Plan, in form and substance acceptable to the Company and Consenting Debenture Holders, each acting reasonably.

“**Joinder Agreement**” means a joinder agreement, in the form appended hereto at Schedule D, pursuant to which a Consenting Debenture Holder agrees, among other things, to be bound by and subject to the terms of this Support Agreement.

“**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders,

decisions, rulings or awards, policies, voluntary restraints, guidelines of any Governmental Body, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used, whether applicable in Canada or the United States or any other jurisdiction; and “**Law**” means any one of them. Notwithstanding the foregoing, the definition of Laws excludes any U.S. federal laws, Canadian federal, provincial or territorial laws, statutes, codes, ordinances, decrees, rules, regulations which apply to the production, trafficking, distribution, processing, extraction, sale, or any transactions promoting the business or involving the proceeds of marijuana (cannabis) and related substances (collectively, the “**Excluded Laws**”); provided, however, that Excluded Laws shall not include any provision of the U.S. Internal Revenue Code, including, without limitation, Section 280E of the Code.

“**Material Adverse Change**” means any event, change, circumstance or effect occurring up to and including the closing of the Recapitalization Transaction that would reasonably be expected to be or become, individually or in the aggregate, materially adverse to the Company and its Subsidiaries (taken as a whole), or which would materially impair the Company’s ability perform its obligations under this Support Agreement or have a materially adverse effect on or prevent or materially delay the consummation of the transactions contemplated by this Support Agreement, provided that none of the following shall constitute a Material Adverse Change: (a) any change in applicable accounting standards; (b) any change in global, national or regional political conditions (including, pandemics, the outbreak of war or acts of terrorism) or in general economic, business, regulatory, political or market conditions or in national or global financial or capital markets; (c) any change affecting any of the industries in which the Company operates, including changes in exchange rates or commodity prices; (d) any natural disaster; (e) any change resulting from the execution, announcement, or performance of the Term Sheet, this Support Agreement, the Plan or any other related agreement and the consummation of the Recapitalization Transaction; (f) any change in the market price or trading volume of any securities of the Company or any suspension of trading in securities generally on any securities exchange on which any securities of the Company trade including, but not limited to, the Cease Trade Order, or the failure, in and of itself, of the Company to meet any internal or public projections, forecasts or estimates of revenues or earnings (it being understood that the underlying facts giving rise to or contributing to such change or failure may be taken into account in determining whether there has been a Material Adverse Change); or (g) any action taken by the Company in accordance with the Arrangement Proceedings, Term Sheet, this Support Agreement or the Plan except in the cases of clauses (b), (c) or (d), to the extent that the Company, taken as a whole, is disproportionately affected as compared with other participants in the industries in which the Company operates.

“**Outside Date**” means (i) in respect of the Arrangement Proceedings, February 28, 2023, and (ii) in respect of the CCAA Proceedings commenced in accordance with this Support Agreement, March 31, 2023, provided that, in either case, such dates shall be automatically extended, upon the written consent of the Consenting Debenture Holders, acting reasonably, to the date on which any regulatory approval or consent condition to implementation of the Plan or the CCAA Plan, as applicable, is satisfied or waived.

“**Party**” means a signatory to this Support Agreement.

“**Person**” means and individual, a corporation, a partnership, a limited liability company, organization, trustee, executor, administrator, a trust, an unincorporated association, a

Governmental Entity or any agency, instrumentality or political subdivision of a Governmental Entity, or any other entity or body.

“**Plan**” has the meaning set out on the Recitals.

“**PrimeTime**” has the meaning set out on the title page.

“**PrimeTime Party**” and “**PrimeTime Parties**” have the meanings set out on the Recitals.

“**Recapitalization Transaction**” has the meaning set out on the Recitals.

“**Recapitalization Transaction Terms**” has the meaning set out on the Recitals.

“**Regulation D**” means Regulation D promulgated under the 1933 Act.

“**Regulation S**” means Regulation S promulgated under the 1933 Act.

“**Released Parties**” has the meaning set out in Section 1.11.

“**Releases**” has the meaning set out in Section 1.11.

“**Relevant Secured Debt**” has the meaning set out in Section 1.11.

“**Secured Debt**” means the debt outstanding under the Secured Debentures.

“**Subsidiary**” and “**Subsidiaries**” have the meanings set out on the title page.

“**Support Agreement**” has the meaning set out on the Recitals.

“**Term Sheet**” has the meaning set out on the Recitals.

“**Transfer**” has the meaning set out in Section 1.4(b)(i).

“**United States**” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

“**Secured Debenture Holders**” means the holders of the 2021 Debentures.

“**Secured Debt**” means, collectively, the debt outstanding under the Secured Debt Documents.

“**Secured Debt Documents**” means the applicable (i) debenture purchase agreements, and (ii) debenture certificate, for the 2021 Debentures.

“**Secured Document Defaults**” has the meaning set out in Section 1.4(j).

“**U.S. Domestic Issuer**” means a “domestic issuer” as defined in Rule 902(e) of Regulation S.

“**U.S. Person**” means a “**U.S. person**” as defined in Rule 902(k) of Regulation S.

“**Voting Deadline**” means the date on which votes are due in respect of the Plan, as established by the Interim Order in the Arrangement Proceedings or an order to be entered in the CCAA

Proceedings, as the same may be amended by the order of the Court or by the Company with the prior written consent of the Consenting Debenture Holders.

Schedule C – Term Sheet

RECAPITALIZATION AND RESTRUCTURING

1. **New Debentures.** 2021 Debenture Holders will receive new convertible debentures with the following terms:

- **Maturity Date:** June 30, 2026
- **Interest Rate:** 8.0% coupon interest rate per annum to be paid and accrued from the day of issuance of the Convertible Debentures, paying on an annual basis to be paid in cash or shares at the sole discretion of PrimeTime.
- **Conversion:** The new debentures (principal and all accrued and unpaid interests) shall automatically converted into subordinate voting shares (“SVS”) of the Company at a conversion price of the lower of:
 - (i) C\$0.50 per SVS;
 - (ii) 20% discount to the deemed transaction price of a Change of Control as hereinafter defined; or
 - (iii) 20% discount price to the price of the Additional Financing as hereinafter defined,

on the date that is the earlier of the following triggering events:

- (a) the effective date of a Change of Control;
- (b) the closing date of debt or equity financing (the “**Additional Financing**”) with minimum gross proceeds of US\$10,000,000; or
- (c) two business days following the receipt of a final receipt for a final prospectus of PrimeTime filed with the Canadian regulatory authorities.

“**Change of Control**” means the occurrence of any of the following:

- (1) the completion of a transaction pursuant to which any individual, natural person, company, government or political subdivision or agency of a government, and where two or more persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of the Company, such partnership, limited partnership, syndicate or group shall be deemed to be a person (“**Person**”) acquires the direct or indirect beneficial ownership of 50% or more of the shares of the Company, including in connection with any merger, consolidation, arrangement or similar transaction;
- (2) the completion, directly or indirectly, in a single transaction or a series of related transaction, of the sale of all or substantially all of the Company’s assets to a Person;

- (3) the dissolution or liquidation of the Company except in connection with the distribution of assets to a Person that controls or is controlled by the Company or that is controlled by the same Person that controls the Company; and
 - (4) any other event which, in the opinion of the Board of Directors, reasonably constitutes a change in control.
- **Security:** The new debentures will be secured against the assets of PrimeTime as of August 19, 2022

Schedule D – Joinder Agreement

JOINDER AGREEMENT

This Joinder Agreement is made as of the date below (the “**Joinder Agreement**”) by the undersigned (the “**Consenting Debtholder**”) in connection with the restructuring support agreement dated effective August 19, 2022 (the “**Support Agreement**”) among (i) PrimeTime Holdings Inc. (“**PrimeTime**”), (ii) the Subsidiaries (as defined in the Support Agreement), (iii) each of the signatories to the Support Agreement that is a Consenting Debenture Holder (as defined in the Support Agreement) party thereto. Capitalized terms used herein have the meanings assigned in the Support Agreement unless otherwise defined herein.

RECITALS:

- A. The Support Agreement allows holders of transferred Relevant Secured Debt to become a party thereto by executing a Joinder Agreement.
- B. Sections 1.5 and 1.6 of the Support Agreement require that, contemporaneously with a Transfer of any (i) Relevant Secured, to a transferee who is not already a Consenting Debenture Holder, such transferee shall execute and deliver this Joinder Agreement.
- C. The Consenting Debtholder wishes to be bound by the terms of the Support Agreement on the terms and subject to the conditions set forth in this Joinder Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consenting Debtholder agrees as follows:

- 1. The Consenting Debtholder hereby agrees to be fully bound as a Consenting Debenture Holder, as applicable, under the Support Agreement in respect of the Relevant Secured Debt, that are identified on the signature page hereto, and hereby represents and warrants that the Relevant Secured Debt, set out on the signature page constitute all of the Relevant Secured Debt, as applicable, that are legally or beneficially owned by such Consenting Debtholder or which such Consenting Debtholder has the sole power to vote or dispose of.
- 2. The Consenting Debtholder hereby represents and warrants to each of the other Parties that the representations and warranties set forth in Section 1.2 or 1.3 of the Support Agreement, as applicable, are true and correct with respect to such Consenting Debtholder as if given on the date hereof.
- 3. Except as expressly modified hereby, the Support Agreement shall remain in full force and effect, in accordance with its terms.
- 4. This Joinder Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to the principles of conflicts of law.
- 5. This Joinder Agreement may be executed by facsimile or other electronic means and in one or more counterparts, all of which shall be considered one and the same agreement.

STRICTLY CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered by its proper and duly authorized officer as of _____, 2022.

**[NAME OF CONSENTING
DEBTHOLDER]**

By: _____

Name:

Title:

Jurisdiction of residence for legal purposes: _____

Email: _____

Address: _____

Principal Amount of Relevant [Secured/Secured Debt/ Debentures]
\$

Schedule E – CCAA Proceedings Terms And Timeline

In the event that the Company commences a CCAA Proceeding, then:

- (a) the Recapitalization Transaction shall be implemented on substantially the same terms as set forth in this Support Agreement, the Term Sheet, the Plan, with any necessary amendments as the structure and implementation of the Recapitalization Transaction may reasonably require pursuant to a CCAA Proceeding and as PrimeTime and the Consenting Debenture Holders may agree, each acting reasonably, and in accordance with the terms and timelines set forth herein; provided that the holders of the Existing Shares shall, after implementation of the Recapitalization Transaction, be entitled to no recovery;
- (b) the Initial CCAA Order shall include, among other things: (a) provisions confirming that the votes cast in favour of the Plan in the Arrangement Proceedings shall stand as votes in favour of the CCAA Plan filed in the CCAA Proceeding, which shall be in form reasonably acceptable to the Company and the Consenting Debenture Holders to implement a recapitalization and restructuring plan under the CCAA consistent in all respects with the Term Sheet, in which case the Consenting Debenture Holders shall support and vote in favour of such CCAA Plan in the same manner and to the same extent they have agreed to support the transactions under a Plan, (b) a provision staying proceedings against the PrimeTime Parties; (c) a provision calling for meetings, if necessary, of the holders of the applicable secured and Secured claims to cast votes for the CCAA Plan (the foregoing (b) and (c), the “**CCAA Solicitation**”);
- (c) the CCAA Solicitation shall be completed within no later than 21 Business Days after the commencement of the CCAA Proceeding. If the statutory requisite thresholds for approval of the CCAA Plan are achieved at the applicable meetings of creditors, the Company shall file an application for an order for sanction of the CCAA Plan, which order shall be in form reasonably acceptable to the Company and the Consenting Debenture Holders (the “**CCAA Sanction Order**”) no later than three (3) Business Days from the date such thresholds are achieved;
- (d) to the extent that the Company fails to commence a CCAA Proceeding in accordance with the terms hereof, within five (5) Business Days of the deadlines set forth herein, the Consenting Debenture Holders shall be entitled to seek the entry of the CCAA Order containing the provisions described herein and the Company and its subsidiaries or affiliates shall not contest the granting of such relief; and
- (e) the implementation of the Recapitalization Transaction pursuant to the CCAA Plan shall occur no later than the Outside Date.