SUPPORTING RECORD 7

Clyde's letter: the March 1 proposal

Letter dated December 30, 2024
Received December 31, 2024 via Ron Patton
Author/signatory: Louis Holder, known professionally as Clyde Lewis

The date in Clyde's own letter

"We would propose ending the relationship as of the anticipated launch of your rebranding to Unexplained on March 1, 2025."

The next two pages reproduce the two substantive pages of the original four-page attachment. They preserve the surrounding argument, the termination-notice passage and the March 1 exit proposal. The last two source pages, which contain adviser biographies, are omitted.

Redactions remove the postal address, third-party representatives' names and signature block. The reproduced pages are flattened images; the removed pixels and any original hidden text are not embedded in this public PDF.

The March 1 sentence proposes ending the relationship and connects that date to anticipated rebranding. It is not an express platform-shutdown instruction or a signed mutual exit agreement. The source letter states its author's allegations and positions.

Ground Zero with Clyde Lewis

[redacted]

December 30, 2024

Dear Robert,

We are writing in response to your recent correspondence regarding proposed re-branding and how that impacts Ground Zero with Clyde Lewis, as well as our ongoing efforts to get audited financial statements (which hasn't gone anywhere despite our signing your requested NDA).

Prior to responding we have reviewed the original Content Licensing Agreement as well as huddled with outside advisors to determine the best course of action for not only us, but Rovidx as well. The Agreement is unfortunately rather vague in a number of key areas, including that it seems to say (i) both Canadian and U.S. law potentially govern it, and (ii) venue for any legal dispute could be in either Canada or the U.S., which arguably renders it void as a contract cannot simultaneously be governed by the laws of two different countries. Perhaps even more concerning, the Agreement has no details whatsoever about how the license payments are to be determined, which is why we asked for audited financial data from Rovidx in the first place.

One area where the Agreement is very clear, however, is that we retain broad discretion over any proposed changes to the Louis Holder Content (Rovidx "shall submit all proposed uses of the Louis Holder Content to Louis Holder to review and approve or reject."). We believe that your proposed re-branding from Ground Zero to Unexplained clearly involves "proposed uses" of the Louis Holder Content, and we formally reject the same. Ground Zero is an essential part of the identity of our brand and content and always has been (and always will be).

Given the status of our relationship and the failure / refusal to provide any kind of audited financial data to support your payments for the Louis Holder Content, we think it is best for both sides to end our relationship. While the Agreement calls for a 12-month notice prior to termination, given the other concerns noted above regarding the Agreement itself, we don't expect that to ultimately be enforceable (and as a formality, but not because we believe that notice period is enforceable, consider this letter our termination notice).

We would propose ending the relationship as of the anticipated launch of your rebranding to Unexplained on March 1, 2025. That gives each side more than two months to prepare for the change and leave on amicable terms with no public animosity voiced by anyone that could potentially harm all of us (and harm the product our audiences deserve and expect). If we cannot come to an agreeable exit, we will take formal legal action, and that action will be in a U.S. court. It will seek to have the Agreement declared null and void as a matter of law, and secondarily seek to have the Agreement otherwise terminated on the basis of your failure / refusal to provide any meaningful financial data over the entire course of the Agreement to satisfy us that we are being appropriately compensated for the Louis Holder Content. That course of action isn't our first choice and presumably isn't yours as well, so we hope that despite our stated intention to end the relationship, you elect to work with us to accomplish that in a manner that leaves everyone best positioned to move forward and continue to grow and prosper.

Of course, we would prefer this to be as amicable as possible, which is why we are signing a representation agreement with [redacted]o represent us in all business matters. Again, we hope this will be a mutually beneficial outcome allowing all parties to transition on the best of terms.

[redacted]